

**A G E N D A**  
**City Council Meeting**  
March 21, 2016 - 6:00 p.m.  
**Call to Order**

“I am required by law to inform the public that a copy of the Open Meetings Act is posted on the bulletin board to your right. This meeting is being recorded. If you wish to speak, come to the podium, state your name and address and speak directly towards the microphone the entire time you are addressing the governing body. Thank you”.

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL

**CONSENT**

3. Approve [minutes](#) from the March 7, 2016 City Council Meeting
4. Accepting the report of new claims against the City and approving disposition of claims set for the period of March 5, 2016 to March 18, 2016
5. Approve Application for [Electrical](#) Registration to Work for Jamie Frederick
6. Approve request from [Lied](#) Lodge to allow parking on the South side of Sylvan Road on April 30, 2016 from 4:00 pm to 11:00 pm
7. Approve request from NC [Jaycees](#) for use of 9 picnic tables at the Fly-In Breakfast on May 1, 2016
8. Approve request from St. [Benedict's](#) Preschool to waive reservation fee at the Wildwood Shelter for class Picnic on May 13, 2016
9. Approve request from NCTC to use Stone [Cabin](#) on March 26, 2016 to provide dinner to the 1st winner of 2, from the fundraiser for the Scholarship Fund
10. Authorize the Mayor to sign the BPW recommended [Maintenance](#) and Readiness Testing of Emergency Status Stationary Reciprocating Internal Combustion Engine Generators
11. Approve BPW recommended Water [WO](#) #378 for replacement of the overhead crane for Chlorine Cylinder handling
12. Consider approval of [Release](#) of Lien for properties located at 1314 4<sup>th</sup> Avenue and 310 S 12<sup>th</sup> Street

13. MAYOR'S APPOINTMENTS

Administer Oath of Office to Randy Dunster, City Clerk-Treasurer

14. PROCLAMATIONS AND PRESENTATIONS

Proclaim the dates of April 29 through May 1, 2016 as the official dates of observance of Arbor Day  
Proclamation recognizing and commending the Lourdes Central Catholic High School Basketball team for its accomplishments in winning the 2016 Nebraska D1 Basketball Championship

15. REPORTS

Treasurer's Report

City Administrator Report

Acknowledge receipt of Utility Financial Report for period ending January 31, 2016

Acknowledge receipt of Utility Claims for period ending February 29, 2016

Acknowledge receipt of [Wildwood](#) Historic Center 2015 Annual Report

## NEW BUSINESS

16. Update from NCRA board regarding aquatic center
17. Consider request from NC Farmers [Market](#) to use Memorial Building parking lot, cones blocking entrance, 2 picnic tables and permission to hang sign every Thursday from May 5<sup>th</sup> to Sept. 8<sup>th</sup> from 3:45 pm to 6:00 pm
18. Consider approval of Wall of Hope [Chalkboard](#) to be built in Memorial Way by LNC for class project
19. Consider request from Jim [Kuhn](#) to build out onto sidewalk for safety at residence located at 410 Central Avenue
20. Approve request from [Pioneer](#) Holdings, LLC to close Memorial Building parking lot for live music and a beer garden on April 30, 2016 following the Arbor Day Parade
21. Approve [SDL](#) to Pioneer Holdings, LLC for beer garden at Memorial Building Parking Lot on April 30, 2016 from 10am to midnight
22. Authorize the Mayor to sign the Certificate of [Participant](#) for the Separate Electric System Revenue Bonds (Nebraska City 2) Series 2016A, a refinancing of Bonds
23. Authorize the Mayor to sign the [Continuing](#) Disclosure Agreement for the Separate Electric System Revenue Bonds (Nebraska City 2) Series 2016A, a refinancing of Bonds
24. Resolution 2698-16; [authorizing](#) City Clerk-Treasurer and Deputy Clerk-Treasurer to do City banking
25. Consider request from [Unite](#) Private Network to extend their network from existing facilities on N 11<sup>th</sup> Street to the newly purchased School property at 1700 14<sup>th</sup> Avenue
26. Update from the 4<sup>th</sup> Corso Viaduct Finance Committee and Safety Committee
27. Discussion/Action on 4<sup>th</sup> Corso Viaduct [design](#) options
28. Authorize Mayor to sign Preliminary Application form for Nebraska [Affordable](#) Housing Program
29. Consider installation of [cameras](#) per recommendation from 4<sup>th</sup> Corso Viaduct Safety Committee
30. [Resolution](#) 2699-16; Adopt changes to pre-employment drug testing

## 31. ADJOURNMENT

CITY OF NEBRASKA CITY, NEBRASKA  
 MINUTES OF CITY COUNCIL REGULAR MEETING  
 March 7, 2016

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Nebraska City was conducted in the William F. Davis Room at City Hall, 1409 Central Avenue, on March 7, 2016. Notice of the meeting was given in advance thereof by posting in at least three public places, the designated method for giving notice, as shown by the Certificate of Posting Notice attached to these minutes. Availability of the agenda was communicated in advance to the media, Mayor and Commissioners of this proceeding and said meeting was open to the public.

Mayor Bequette called the meeting to order at 6:00 p.m. The Mayor publicly stated to all in attendance that a current copy of the Nebraska Open Meetings Act was available for review and indicated the location of such copy posted in the room where the meeting was being held. Mayor Bryan Bequette then led in the Pledge of Allegiance. Upon roll call the following answered present: Jim Stark, Jeff Crunk, Vic Johns, Gloria Glover and Mayor Bequette. Absent: None. The following City Officials were present: City Administrator Grayson Path, City Clerk-Treasurer Mark Marcotte, City Attorney David Partsch, Police Chief David Lacy, Recreation Director Scooter Edmisten, Library Director Rasmus Thøgersen and Public Properties Director/Zoning Director Dan Giittinger.

Mayor Bequette moved to approve the following consent items:

Minutes of the February 15, 2016, City Council Regular Meeting.

Accepting the report of new claims against the City and approving disposition of claims set for the period of February 13, 2016 to March 4, 2016.

SDL to Tyson Hermann – Bings Sports Bar fir Fund Raiser Event at NC Softball Complex on April 29,2016 from 2pm to midnight and April 30, 2016 from 8am to midnight.

Request from NC Youth Wrestling to allow parking on both sides of Steinhart Park Road on March 13, 2016 for Annual Wrestling Tournament.

BPW recommended Electric Work Order# 198 in the estimated amount of \$10,467.45 for providing power to the existing building and new addition of the Church of Christ at 1102 S 11<sup>th</sup> Street.

State of Nebraska Department of Economic Development Community Development Block Grant Program 2<sup>nd</sup> amendment to Contract No. 13-CIS-103 and authorize Mayor to sign.

Release of Lien for properties located at 1502 5<sup>th</sup> Corso, 1205 S 15<sup>th</sup> St. and 1422 12<sup>th</sup> Corso.

Sludge Application Permit for Gordon Andersen and the City of Omaha.

Motion seconded by Commissioner Johns. Upon roll call the following voted YES: Stark, Crunk, Glover, Johns and Mayor Bequette. Voting NO: None. Abstain: None. Motion carried.

<b>CLAIMS LIST</b>					
March 7, 2016					
Adkins Signs	Sup	177.50	Miller Monroe Farr	Ins	53.33
Alamar Uniforms	Unif	295.95	Miller Seed	Sup	298.70

American Recycling	Contr	4780.30	Mullenax Auto Supp	Rep	81.37
Applied Concepts	Equip	995.00	NAPA AUTO PARTS	Rep	294.20
Arbor Mart, Inc	Fuel	1686.93	Naples Bay Golf	Mdse	102.00
AVAC	Contr	347.76	Nationwide	Inv	24758.91
Arrow Int.	Sup	240.03	National Arbor Day	Dues	15.00
Arrow Man.	Rep	11.50	NC Area Econ Devel	Contr	1575.00
Asphalt & Concrete	Sup	147.62	NC Museum Assoc	LB840	16000.00
Bar-B-Q Cooking	Misc	1276.00	NC Museum Assoc	Contr	2406.25
Benefiel Truck Rep	Rep	653.58	NC News Press	Adv	533.46
Richard D. Bennett	Sup	685.82	NCTC	LB840	5000.00
Berry	Adv	22.80	NCTC	Contr	7083.33
Bill Walters & Son	Rep	57.36	NE Dept of Roads	Contr	42427.59
BKD	Audit	2000.00	NE Law Enforcement	Traing	80.00
Bob's Welding Shop	Rep	467.00	NE PGA	Dues	55.00
Bohl Plumbing and	Misc	257.07	NE Planning & Zoning	Dues/Training	220.00
Bound Tree Medical	Sup	1672.77	NE Public Health Env	Contr	105.00
Bridgestone Golf,	Mdse	64.40	NE Salt & Grain	Sup	1603.50
Brown's Shoe Fit C	Unif	50.00	North Star Constru	Contr	6980.00
BSN Sports	Sup	472.00	O'Reilly Auto Part	Rep	219.23
Callaway Golf	Mdse	2827.64	Orschlen	Misc	44.35
Casey's	Fuel	105.26	Otoe County Clerk	Contr	1302.00
Cede and Company	Int	1260.00	Otoe County Treas	Taxes	2603.90
Chemsearch	Sup	189.38	Paap, T.	Rfnd	25.00
Consolidated Manag	Training	175.50	Payroll	Payroll	254728.99
Double Eagle	Bev	241.90	Path, G.	Mileage	65.67
Eakes Office Solut	Sup	475.90	Plager, L.	Rfnd	25.00
EMS Billing Servic	Contr	4038.94	Productivity Plus-Titan	Rep	1963.61
Fareway Stores, In	Conc	97.27	River City Transp	Sup	385.00
Fastenal Company	Sup	23.85	Royalties Golf	Mdse	113.22
FELD Fire	Rep	955.88	Schneider Electric	Rep	255.85
Fireguard	Rep	1976.71	Schumacher, G.	Mileage	815.01
Gatehouse Media NE	Adv	17.57	Southeast Nebr. De	Contr	5486.96
Giittinger, D.	Mileage	26.56	Spiral	Tele	1153.09
Holman, J.	Mileage	163.85	Stutheit Implement	Sup	110.90
Hopkins Automotive	Sup	10.00	The Toolkit Group	Training	301.00
Jochim, L.	Rfnd	200.00	Tielke's Sandwiches	Conc	83.28
Johnny's Cycle	Rep	113.95	Tom's Radio	Contr	900.00
Jones Automotive,	Rep	8.00	Top Quality Glove	Sup	54.50
K & Z Distributing	Bev	199.20	Traffic Safety	Equip	1334.00
Lacy, D.	Meal	10.03	UHC-HRA	Ins	3188.05
Landis Engine Comp	Rep	422.76	Unifirs	Contr	106.32
Lincoln Marriot	Confrence	238.00	Van Wall Turf & Irr	Rep	203.19
Linke, K.	Rfnd	25.00	Vasa Construction	Rfnd	200.00
Matheson Tri-Gas	Sup	800.53	Verizon	Tele	250.71
Mead Lumber	Sup	67.06	Viox, A.	Fuel	10.00
Mercer's	Rep	149.38	Westlake	Sup	89.31
Midwest Farmers Co	Sup	86.94	Windstream,Inc.	Tele	163.20
Midwest Turf and I	Rep	858.26			

Mayor Bequette brought forward the appointment of Mr. Randy Dunster for the position of City Clerk-Treasurer. Mr. Dunster is a graduate of Brigham Young University, has experience in banking bookkeeping and years of customer service and training. Upon roll call, the following voted YES: Glover, Johns, Stark and Mayor Bequette. Voting NO: Crunk. Motion carried.

Mayor Bequette proclaimed the Month of March, 2016 as Problem Gambling Awareness Month.

Mayor Bequette proclaimed March 18, 2016 as Natural Gas Utility Workers Day.

Moved by Commissioner Stark and seconded by Commissioner Crunk to approve scoreboard replacement for Steinhart Park middle diamond by the Nebraska City Ball Field Improvement Association. Upon roll call, the following voted YES: Glover, Johns, Crunk, Stark and Mayor Bequette. Voting NO: None. Motion carried.

Moved by Mayor Bequette and seconded by Commissioner Stark to renew and allow Chief Lacy to enter into a contract with Action Technology Services for the 2015–2016 contractual calendar. Upon roll call, the following voted YES: Crunk, Johns, Glover, Stark and Mayor Bequette. Voting NO: None. Motion carried.

Mayor Bequette introduced Resolution 2694-16; Change to City Personnel Policy Manual. Moved by Commissioner Johns and seconded by Stark to approve Resolution 2694-16; Change to City Personnel Policy Manual. After further discussion, Commissioner Crunk withdrew his second. Commissioner Stark moved to approve Resolution 2694-16; Change to City Personnel Policy Manual amended as: Striking section 2.1(a)4 and Section 3. Upon roll call, the following voted YES: Glover, Crunk, Johns, Stark and Mayor Bequette. Voting NO: None. Motion carried. A true and correct copy of said amended resolution is as follows:

#### RESOLUTION NO. 2694-16

WHEREAS, the Mayor and Commissioners of the City of Nebraska City, Nebraska, have previously adopted and revised a Personnel Manual for the employees of the City of Nebraska City, and,

WHEREAS, the Personnel Manual is periodically updated as needed to reflect the current policies of the City affecting its employees, and

WHEREAS, the City administration and Department Heads are recommending changes to certain provisions of the Manual to make the Manual consistent with the City's current practice on drug testing of new hires and also to allow lifeguards to be no less than fifteen (15) years of age.

NOW THEREFORE, Be It Resolved by the Mayor and Commissioners of the City of Nebraska City:

Section 1. That Section 2.1 of the Personnel Manual of the City of Nebraska City, Nebraska last revised May 4, 2015, is hereby amended to read as follows:

### **“SECTION 2: EMPLOYMENT POLICIES**

#### **2.1 PROCEDURES**

(a) Applicants for employment must:

(1) be citizens of the United States or have filed for citizenship and be able to produce documents to establish identity and employment eligibility as required by the United States Citizenship and Immigration Services Form I-9;

(2) be at least sixteen (16) years of age, unless applying to be a lifeguard, in which case Applicants must be at least fifteen (15) years of age;

(3) be physically fit for the performance of the duties of the position for which application is made;

(4) be of good moral character.”

Section 2. That the first sentence of Section 5.2(a) of the Personnel Manual of the City of Nebraska City, Nebraska last revised May 4, 2015, is hereby amended to read as follows:

- (a) The City of Nebraska City has established a defined contribution, money purchase thrift, pension plan for the exclusive benefit of its regular full-time employees who are at least twenty-one (21) years of age. ...

Section 3. That such revised Manual, shall be published in pamphlet form with the original to be maintained in the office of the City Clerk-Treasurer, and copies to be made available to all employees of the City.

Passed and Approved this 7<sup>th</sup> day of March, 2016.

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Bryan Bequette, Mayor

Attest:

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Mark Marcotte, City Clerk-Treasurer

Mayor Bequette introduced Ordinance #2976-16 entitled: AN ORDINANCE AMENDING SECTION 24-156 OF THE CODE OF THE CITY OF NEBRASKA CITY, NEBRASKA; REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; APPROVING PUBLICATION IN PAMPHLET FORM; AND DECLARING AN EFFECTIVE DATE; and moved that the statutory rule requiring reading on three different days be suspended. Stark seconded the motion to suspend the rules and upon roll call, the following voted YES: Glover, Johns, Crunk, Stark and Mayor Bequette. Voting NO: None. The Motion to suspend was adopted by three-fifths of the council and the statutory rule was declared suspended for consideration of said ordinance.

Said ordinance was then read by title and thereafter Mayor Bequette moved for final passage of the ordinance, which motion was seconded by Stark. The Mayor then stated the question: “Shall Ordinance #2976-16 be passed and adopted?” Upon roll call, the following voted YES: Crunk, Johns, Glover, Stark and Mayor Bequette. Voting NO: None. The passage and adoption of said ordinance having been concurred in by a majority of all

members of the council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the council, signed and approved the ordinance and the clerk attested the passage and approval of the same and affixed his signature thereto. A true and correct copy of said ordinance is as follows:

ORDINANCE NO. 2976-16

AN ORDINANCE AMENDING SECTION 24-156 OF THE CODE OF THE CITY OF NEBRASKA CITY, NEBRASKA; REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; APPROVING PUBLICATION IN PAMPHLET FORM; AND DECLARING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF NEBRASKA CITY, OTOE COUNTY, NEBRASKA, AS FOLLOWS:

**SECTION 1. AMENDMENT:**

That Section 24-156 of the Code of the City of Nebraska City, Nebraska, is hereby amended to read as follows:

**Sec. 24-156. - Definitions**

**For purposes of this article:**

- (1) *Child care facility* means a facility licensed pursuant to the Child Care Licensing Act;**
- (2) *School* means a public, private, denominational, or parochial school which meets the requirements for state accreditation or approval;**
- (3) *Reside* means to sleep, live, or dwell at a place, which may include more than one (1) location, and may be mobile or transitory;**
- (4) *Residence* means a place where an individual sleeps, lives, or dwells, which may include more than one (1) location, and may be mobile or transitory;**
- (5) *Sex offender* means an individual who has been convicted of a crime listed in Neb. Rev. Stat. Section 29-4003 and who is required to register as a sex offender pursuant to the Sex Offender Registration Act; and**
- (6) *Sexual predator* means an individual who is required to register under the Sex Offender Registration Act, who has committed an aggravated offense as defined in Neb. Rev. Stat. Section 29-4001.01, and who has victimized a person eighteen (18) years of age or younger.**

**SECTION 2. REPEAL:**

That all ordinances or portions of ordinances in conflict herewith are hereby repealed.

**SECTION 3. PUBLICATION AND EFFECTIVE DATE:**

This ordinance is adopted and approved for publishing in pamphlet form, and shall be in full force and effect from and after 15 days after its passage, approval, and publication or posting as provided by law. The provisions of this Ordinance shall become and be made part of the Nebraska City Municipal Code and sections of this Ordinance may be renumbered to accomplish such intention.

Passed and approved this 7<sup>th</sup> day of March, 2016.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk-Treasurer

Moved by Commissioner Stark and seconded by Commissioner Crunk to approve three year agreement with Continuum EAP program and authorize the Mayor to sign. Upon roll call, the following voted YES: Johns, Glover, Crunk, Stark and Mayor Bequette. Voting NO: None. Motion carried.

Moved by Commissioner Stark and seconded by Commissioner Johns to approve the bid from ME Collins for construction of South 11<sup>th</sup> Street Project in the total of \$1,799,806.80. Jeff Sockel, representing Alfred Benesch and Co., presented their recommendation of ME Collins for the project. Upon roll call, the following voted YES: Glover, Crunk, Johns, Stark and Mayor Bequette. Voting NO: None. Motion carried.

Mayor Bequette introduced Ordinance #2977-16 entitled: AN ORDINANCE PROVIDING FOR THE ISSUANCE OF STREET IMPROVEMENT BOND ANTICIPATION NOTES, SERIES 2016, IN THE PRINCIPAL AMOUNT OF TWO MILLION TWENTY THOUSAND DOLLARS (\$2,020,000) FOR THE PURPOSE OF PAYING THE COSTS OF CONSTRUCTION PAVING IMPROVEMENTS IN THE CITY OF NEBRASKA CITY, NEBRASKA; PROVIDING FOR A PAYING AGENT AND REGISTRAR OF THE NOTES; AGREEING TO ISSUE BONDS OR OTHER OBLIGATIONS TO PAY THE NOTES AND ACCRUED INTEREST AT MATURITY AND ORDERING THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM; and moved that the statutory rule requiring reading on three different days be suspended. Stark seconded the motion to suspend the rules and upon roll call, the following voted YES: Crunk, Johns, Glover, Stark and Mayor Bequette. Voting NO: None. The Motion to suspend was adopted by three-fifths of the council and the statutory rule was declared suspended for

consideration of said ordinance.

Said ordinance was then read by title and thereafter Mayor Bequette moved for final passage of the ordinance, which motion was seconded by Stark. The Mayor then stated the question: "Shall Ordinance #2977-16 be passed and adopted?" Upon roll call, the following voted YES: Johns, Glover, Crunk, Stark and Mayor Bequette. Voting NO: None. The passage and adoption of said ordinance having been concurred in by a majority of all members of the council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the council, signed and approved the ordinance and the clerk attested the passage and approval of the same and affixed his signature thereto. A true and correct copy of said ordinance is as follows:

ORDINANCE NO. 2977-16

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF STREET IMPROVEMENT BOND ANTICIPATION NOTES, SERIES 2016, IN THE PRINCIPAL AMOUNT OF TWO MILLION TWENTY THOUSAND DOLLARS (\$2,020,000) FOR THE PURPOSE OF PAYING THE COSTS OF CONSTRUCTING PAVING IMPROVEMENTS IN THE CITY OF NEBRASKA CITY, NEBRASKA; PROVIDING FOR A PAYING AGENT AND REGISTRAR OF THE NOTES; AGREEING TO ISSUE BONDS OR OTHER OBLIGATIONS TO PAY THE NOTES AND ACCRUED INTEREST AT MATURITY AND ORDERING THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM.

BE IT ORDAINED BY THE MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF NEBRASKA CITY, NEBRASKA:

Section 1. The Mayor and Board of Commissioners of the City of Nebraska City, Nebraska, hereby find and determine:

a) that the City has by Ordinance created Street Improvement District No. 2016-1 (the "Street Improvement District" or "the District") and has authorized the construction of certain street improvements with said District (the "District Improvements"); that the District Ordinance remains in full force and effect and has not been modified, repealed or amended; that the District Improvements have not heretofore been constructed; and that all actions, notice, hearings and other required facts and conditions for the creation of said District and the construction of the District Improvements therein have occurred and have been determined as required by law;

b) that it is and remains necessary and appropriate to construct, and the City is constructing the District Improvements within the Street Improvement District;

c) that the City is authorized to issue warrants to pay the costs of said District Improvements pursuant to Sections 16-626, R.R.S. Neb. 2012, as amended, and pursuant to Section 18-2003, R.R.S. Neb. 2012, as amended;

d) that in order to provide temporary financing to pay the cost of said District Improvements (including engineering costs) it is advisable for the City to issue notes in the total principal amount of \$2,020,000 to be designated street improvement bond anticipation notes, in lieu of issuing warrants, pursuant to Section 10-137, R.R.S. of Nebraska, 2012; and

e) that all acts and conditions exist or have occurred for the issuance of said street improvement bond anticipation notes, in lieu of issuing warrants.

Section 2. Notes to be designated Street Improvement Bond Anticipation Notes, Series 2016, in the aggregate principal amount of \$2,020,000 (the "Notes"), which shall be in denominations of \$5,000 each or any integral multiple thereof as determined by the City Clerk-Treasurer prior to delivery, are hereby authorized to be issued. The Notes shall be dated as of their date of delivery and

shall bear interest at the rate of seventy hundredths per centum (0.70%) per annum and become due on March 15, 2017. The Notes shall bear interest from the date of delivery until maturity or earlier redemption, with such interest payable September 15, 2016, and at maturity. Said notes are optional for prepayment at par plus accrued interest on December 1, 2016, or at any time thereafter. The City may select the Notes to be redeemed for such optional redemption in its sole discretion. Any Notes to be redeemed in part shall be redeemed only in amounts of \$5,000 or integral multiples thereof. Notes redeemed in part only shall be surrendered to the Paying Agent and Registrar designated in Section 4 hereof in exchange for a new Note evidencing the unredeemed principal thereof. Notice of redemption of any Note called for redemption shall be given at the direction of the City by said Paying Agent and Registrar by mail not less than 30 days prior to the date fixed for redemption, first class, postage prepaid, sent to the registered owner of such Note at such owner's registered address. Such notice shall designate the Note or Notes to be redeemed by maturity or otherwise, the date of original issue and the date fixed for redemption and shall state that such Note or Notes are to be presented for prepayment at the office of said Paying Agent and Registrar. In case of any Note partially redeemed, such notice shall specify the portion of the principal amount of such note to be redeemed. If any Note or an interest payment thereon is not paid at maturity or due date, the Note or interest installment shall bear interest thereafter until paid at a rate equal to the rate assessed against delinquent taxes under Section 45-104.01 R.R.S. Nebraska 2010, as now existing or as the same may be amended from time to time by the Nebraska Legislature. Said Notes shall be delivered to Ameritas Investment Corp, upon receipt of payment for said Notes, at the purchase price of 99.10% of the principal amount thereof, plus accrued interest to the date of delivery. Said Notes are sold to the purchaser subject to the opinion of independent bond counsel that said Notes are lawfully issued; that said Notes constitute a valid obligation of the City; and that under existing laws and regulations, the interest on said Notes is exempt from both Nebraska state and federal income taxes.

Section 3. Said Notes shall be dated the date of their delivery, be executed on behalf of the City by being signed by the Mayor and the City Clerk-Treasurer, both of which signatures may be facsimile signatures, and shall have the City seal impressed on each Note. After being executed by the Mayor and City Clerk-Treasurer, said Notes shall be delivered to the Paying Agent and Registrar who shall register each note in the name of its initial registered owner as designated by the initial purchaser. Each Note shall be authenticated on behalf of the City by the Paying Agent and Registrar. The Notes shall be issued initially as "book-entry only" notes using the services of The Depository Trust Company (the "Depository"), with one typewritten Note per maturity being issued to the Depository. In such connection said officers of the City are authorized to execute and deliver a letter of representations and inducement (the "Letter of Representations") in the form required by the Depository, for and on behalf of the City (including any blanket letter previously executed), which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Notes. Upon issuance of the Notes as "book-entry-only" notes, the following provisions shall apply:

(a) The City and the Paying Agent and Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Notes as securities depository (each, a "Note Participant") or to any person who is an actual purchaser of a Note from a Note Participant while the Notes are in book-entry form (each a "Beneficial Owner") with respect to the following:

(or send it by registered mail to the transferee owner at such owner's risk and expense). The City Clerk-Treasurer is hereby authorized and directed to transfer, from any monies of the City available for the purpose, funds required to pay interest and principal on the Notes when and as the same become due, to the Paying Agent and Registrar on or before each interest and principal payment date. Payment of interest, except for payment of interest at maturity or upon redemption, shall be mailed to the registered owners of the Notes as of the record date for each interest payment date. The record date shall be the close of business on the fifteenth day of the month immediately preceding the month in which each interest payment date occurs. The principal, together with accrued interest then due, shall be payable at maturity or on redemption prior to maturity upon presentation and surrender of each Note at the office of the Paying Agent and Registrar in Nebraska City, Nebraska. The City and the Paying Agent and Registrar shall not be required to transfer Notes during any period from any record date until its immediately following interest payment date or to transfer any Notes called for redemption for a period of thirty days next preceding any date fixed for redemption prior to maturity.

Section 5. The fully registered Street Improvement Bond Anticipation Notes, Series 2016, shall be in substantially the following form:

CITY OF NEBRASKA CITY, NEBRASKA  
STREET IMPROVEMENT  
BOND ANTICIPATION NOTE  
SERIES 2016

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Delivery</u>	<u>CUSIP No.</u>
0.70%	March 15, 2017	April 12, 2016	

Registered Owner: \_\_\_\_\_

Principal Amount: \_\_\_\_\_

The City of Nebraska City, Nebraska, hereby promises to pay to the registered owner specified above the sum specified above on the maturity date specified above, together with interest thereon from the date of delivery hereof until maturity (or earlier redemption) at the rate per annum specified above, payable commencing September 15, 2016, and at maturity. The interest hereon shall be paid on each interest payment date by the Clerk-Treasurer of the City of Nebraska City, Nebraska, as Paying Agent and Registrar, by wire transfer, check or draft mailed to the registered owner hereof designated as of the close of business on the last day of the month immediately preceding the month in which the interest payment date occurs, at such owner's registered address as it appears on the books of registration of the City as maintained by said Paying Agent and Registrar. The principal of this Note and the interest due at maturity or upon call for redemption prior to maturity are payable on presentation and surrender to said Paying Agent and Registrar at its office in Nebraska City, Nebraska. If this Note or any interest installment hereon is not paid upon maturity or due date, the Note or interest installment shall bear interest thereafter until paid at a rate equal to the rate assessed against delinquent taxes under Section 45-104.01 R.R.S. Nebraska, 2010, as now existing or as the same may be amended from time to time by the Nebraska Legislature. This Note and interest accruing hereon shall be payable from funds received by the City from the issuance and sale of its various purpose bonds or other bonds and is optional for payment on December 1, 2016 or at any time thereafter at par plus accrued interest. This Note is one of an issue of \$2,020,000 in total principal amount issued pursuant to Ordinance No. \_\_\_\_\_. All of the provisions and agreements of said Ordinance are by reference made a part of this instrument and all such agreements accrue to the registered owner of this Note. This Note shall not be a debt of the City of Nebraska City within the meaning of any constitutional, statutory or charter limitation upon the creation of general obligation indebtedness of said City and said City shall not be liable for the payment of the principal thereof out of any money of the municipality other than from proceeds of the issuance of various purpose bonds or other bonds, as aforesaid, or other funds of the City available to pay interest on said Note or a portion of the cost of the project so as to reduce the required financing.

This note is transferable by the registered owner or such owner's attorney duly authorized in writing at the office of the Paying Agent and Registrar upon surrender and cancellation of this note, and thereupon a new note or notes of the same aggregate principal amount, interest rate and maturity will be issued to the transferee as provided in the ordinance authorizing said issue of notes, subject to

the limitations therein prescribed. The City, its Paying Agent and Registrar and any other person may treat the person in whose name this note is registered as the absolute owner hereof for the purpose of receiving payment hereof and for all purposes and shall not be affected by any notice to the contrary, whether this note be overdue or not.

AS PROVIDED IN THE ORDINANCE REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE ORDINANCE, "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE ORDINANCE TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS NOTE MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE PAYING AGENT AND REGISTRAR. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS NOTE MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE ORDINANCE.

UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE PAYING AGENT AND REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE PAYING AGENT AND REGISTRAR FOR PAYMENT OF PRINCIPAL, AND ANY NOTE ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREFOR IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

This note shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar.

IN WITNESS WHEREOF, the Mayor and Board of Commissioners of the City have caused this note to be executed on behalf of the City by being signed by the Mayor and Clerk-Treasurer of the City, both of which signatures may be facsimile signatures, and by causing the official seal of the City to be affixed hereto all as of the date of delivery shown above.

CITY OF NEBRASKA CITY, NEBRASKA

By \_\_\_\_\_ (Do not sign) \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
(Do not sign)  
City Clerk-Treasurer  
(S E A L)

CERTIFICATE OF AUTHENTICATION

This note is one of the notes authorized by an ordinance passed and approved by the Mayor and Board of Commissioners of the City of Nebraska City as described in said notes.

\_\_\_\_\_  
(Do not sign)  
Clerk-Treasurer, City of Nebraska City, as  
Paying Agent and Registrar

(FORM OF ASSIGNMENT)

For value received \_\_\_\_\_ hereby sells, assigns and transfers unto \_\_\_\_\_ the within note and hereby irrevocably constitutes and appoints \_\_\_\_\_, Attorney, to transfer the same on the books of registration in the office of the within mentioned Paying Agent and Registrar with full power of substitution in the premises.

Date: \_\_\_\_\_

\_\_\_\_\_  
Registered Owner

SIGNATURE GUARANTEED

By \_\_\_\_\_  
\_\_\_\_\_  
Authorized Officer

Note: The signature(s) of this assignment MUST CORRESPOND with the name as written on the face of the within note in every particular without alteration, enlargement or any change whatsoever, and must be guaranteed by a commercial bank or a trust company or by a firm having membership on the New York, Midwest or other stock exchange.

Section 6. The City covenants and agrees that it will take all steps required to complete the improvements described in Section 1 hereof in a manner to allow it to issue and sell its various purpose bonds or other bonds to provide for the permanent financing of such improvements. The City further agrees to issue and sell its various purpose bonds or other bonds in a sufficient amount and at such times as will enable it to take up and pay off the Notes, both principal and interest, at or prior to maturity, to the extent not paid from other sources. Additional street improvement bond anticipation notes can be authorized if deemed necessary by the Board by appropriate ordinance.

Section 7. The proceeds of the Notes will be used to pay for the costs of the District Improvements as set out in Section 1 hereof.

Section 8. The Board of Commissioners hereby approves (and declares final) on behalf of the City the preliminary Official Statement prepared with respect to the notes and hereby authorizes the Mayor and Clerk-Treasurer or either of them to approve, execute and deliver on behalf of the City a final Official Statement relating to and describing the Notes. The officers of the City are further authorized to take any and all actions deemed necessary by them in connection with the carrying out and performance of the terms of this Ordinance.

Section 9. In accordance with the requirements of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission, the City, being the only "obligated person" with respect to the notes, agrees that it will provide the following continuing disclosure information to the Municipal Securities Rulemaking Board (the "MSRB") in an electronic format as prescribed by the MSRB:

- (a) not later than nine months after the end of each fiscal year of the City (the "Delivery Date"), financial information or operating data for the City generally consistent with the information set forth in the Introductory Section and the statistical Section of the City's Comprehensive Annual Financial Report ("Annual Financial Information");
- (b) when and if available, audited financial statements for the City; audited financial information shall be prepared on the basis of generally accepted accounting principles; and
- (c) in a timely manner not in excess of ten business days after the occurrence of the event, notice of the occurrence of any of the following events with respect to the Bonds:
  - (1) principal and interest payment delinquencies;
  - (2) non-payment related defaults, if material;
  - (3) unscheduled draws on debt service reserves reflecting financial difficulties (no debt service reserve has been established with respect to the notes);

- (4) unscheduled draws on credit enhancements reflecting financial difficulties (no credit enhancement has been established with respect to the notes);
- (5) substitution of credit or liquidity providers, or their failure to perform (there is no credit or liquidity provider for the notes);
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability (not applicable to the notes), Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the notes, or other material events affecting the tax status of the notes;
- (7) modifications to rights of the holders of the notes, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution, or sale of property securing repayment of the notes, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar events of the City (this event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City);
- (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

- (14) appointment of a successor or additional trustee or the change of name of a trustee, if material.

The City has not undertaken to provide notice of the occurrence of any other event, except the events listed above.

- (d) in a timely manner, notice of any failure on the part of the City to provide Annual Financial Information not later than the Delivery Date.

The City agrees that all documents provided to the MSRB under the terms of this continuing disclosure undertaking shall be provided for filing in such format and accompanied by such identifying information as shall be prescribed by the MSRB. The City reserves the right to modify from time to time the specific types of information provided or the format of the presentation of such information or the accounting methods in accordance with which such information is presented, to the extent necessary or appropriate in the judgment of the City, consistent with the Rule. The City agrees that such covenants are for the benefit of the registered owners of the Bonds (including Beneficial Owners) and that such covenants may be enforced by any registered owner or Beneficial Owner, provided that any such right to enforcement shall be limited to specific enforcement of such undertaking and any failure shall not constitute an event of default under the Ordinance. The continuing disclosure obligations of the City, as described above, shall cease when none of the Bonds remain outstanding.

Section 10. The City of Nebraska City, Nebraska, hereby covenants to the purchasers and holders of the Notes hereby authorized that it will make no use of the proceeds of said note issue, including monies held in any sinking fund for the payment of said Notes, which would cause said Notes to be arbitrage bonds within the meaning of Sections 103(b) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and further covenants to comply with said Sections 103 and 148 and all applicable regulations thereunder throughout the term of said note issue. The City hereby covenants and agrees to take all actions necessary under the Code to maintain the tax-exempt status of interest payable on the Notes with respect to taxpayers generally but not including insurance companies or corporations subject to the additional minimum tax. The City hereby designates the Notes as its "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i)(III) of the Code and covenants and warrants that it does not anticipate issuing tax-exempt obligations in calendar 2016 in an amount in excess of \$10,000,000.

Section 11. In order to promote compliance with certain federal tax and securities laws relating to the notes herein authorized (as well as other outstanding bonds) the City has previously adopted "Post-Issuance Compliance Policy and Procedures".

Section 12. This ordinance shall be published in pamphlet form and take effect as provided by law.

PASSED AND APPROVED this 7th day of March, 2016.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk-Treasurer

(S E A L)



Mayor Bequette introduced Resolution 2695-16; Final Design Services Agreement, Supplement No. 2 – BK1266. Moved by Mayor Bequette and seconded by Stark to approve Resolution 2695-16; Final Design Services Agreement, Supplement No. 2 – BK1266. Upon roll call, the following voted YES: Crunk, Johns, Glover, Stark and Mayor Bequette. Voting NO: None. Motion carried. A true and correct copy of said resolution is as follows:

**RESOLUTION**  
**FINAL DESIGN SERVICES AGREEMENT**  
**SUPPLEMENTAL AGREEMENT NO. 2 – BK1266**

CITY OF NEBRASKA CITY

Resolution No. 2895-16

**Whereas:** City of Nebraska City and Alfred Benesch & Company, have previously executed a Preliminary Engineering Services Agreement (EK1266) for a transportation project for which the Local Public Agency (LPA) would like to obtain Federal funds;

**Whereas:** City of Nebraska City understands that it must continue to strictly follow all Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of this Federal-aid project; and

**Whereas:** City of Nebraska City and Alfred Benesch & Company wish to enter into a final design engineering services supplemental agreement setting out modifications and/or additional duties and/or funding responsibilities for the Federal-aid project.

**Be It Resolved:** by the City Council of the City of Nebraska City, Nebraska that:

Bryan Bequette, Mayor of City of Nebraska City is hereby authorized to sign the attached Final Design Engineering Services Supplemental Agreement No. 2 between the City of Nebraska City and Alfred Benesch & Company.

NDOR Project Number: URB-6217(4)

NDOR Control Number: 13150

NDOR Project Description: 4<sup>th</sup> Corso Viaduct

Adopted this 7th day of March, 2016 at City Hall in Nebraska City, Nebraska.

The City Council of City of Nebraska City, Nebraska:

<u>Mayor Bryan Bequette</u>	<u>Commissioner Vic Johns</u>
<u>Commissioner Jim Stark</u>	<u>Commissioner Gloria Glover</u>
<u>Commissioner Jeff Crunk</u>	

Board/Council Member Mayor Bequette  
Moved the adoption of said resolution  
Member Jim Stark Seconded the Motion  
Roll Call: 5 Yes 0 No 0 Abstained 0 Absent  
Resolution adopted signed and filed as adopted

Attest:

  
\_\_\_\_\_  
Signature City Clerk – Mark Marcotte



Mayor Bequette introduced Resolution 2696-16; Supplemental Project Program Agreement No. 2 – BM 1118. Moved by Mayor Bequette and seconded by Johns to approve Resolution 2696-16; Supplemental Project Program Agreement No. 2 – BM 1118. Upon roll call, the following voted YES: Stark, Crunk, Glover, Johns and Mayor Bequette. Voting NO: None. Motion carried. A true and correct copy of said resolution is as follows:

RESOLUTION

SUPPLEMENTAL PROJECT PROGRAM AGREEMENT NO. 2 – BM1118

City of Nebraska City

Resolution No. 2696-16

**Whereas:** City of Nebraska City and Nebraska Department of Roads (NDOR) have previously executed Project Program Agreement BM1118 for a transportation project for which the Local Public Agency (LPA) would like to obtain Federal funds;

**Whereas:** City of Nebraska City understands that it must continue to strictly follow all Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project; and

**Whereas:** City of Nebraska City and NDOR wish to enter into Supplemental Project Program Agreement No. 2 setting out modifications and/or additional duties and/or funding responsibilities for the Federal-aid project.

**Be It Resolved:** by the City Council of the City of Nebraska City, Nebraska that:

Bryan Bequette, Mayor of the City of Nebraska City, Nebraska is hereby authorized to sign the attached Project Program Supplemental Agreement No. 2 between the City of Nebraska City and the NDOR.

City of Nebraska City is committed to providing local funds for the project as required by the Project Program Agreement and any Supplemental Project Program Agreements.

NDOR Project Number: ENH-66(34)

NDOR Control Number: 13055

Project Location: Nebraska City Steinhart Park Trail – Phase 2

Adopted this 7th day of March, 2016 at Nebraska City Nebraska.  
(Month) (Year)

The City Council of the City of Nebraska City, Nebraska

<u>Mayor Bryan Bequette</u>	<u>Commissioner Vic Johns</u>
<u>Commissioner Jim Stark</u>	<u>Commissioner Gloria Glover</u>
<u>Commissioner Jeff Crunk</u>	

Board/Council Member Mayor Bequette  
Moved the adoption of said resolution  
Member Johns Seconded the Motion  
Roll Call: 5 Yes 0 No 0 Abstained 0 Absent  
Resolution adopted, signed and billed as adopted

Attest:

  
Signature of City Clerk



Mayor Bequette introduced Resolution 2697-16; Signing of a Professional Construction Services Agreement. Moved by Commissioner Stark and seconded by Johns to approve Resolution 2697-16; Signing of a Professional Construction Services Agreement. Upon roll call, the following voted YES: Glover, Crunk, Johns, Stark and Mayor Bequette. Voting NO: None. Motion carried. A true and correct copy of said resolution is as follows:

RESOLUTION

SIGNING OF A PROFESSIONAL CONSTRUCTION SERVICES AGREEMENT

City of Nebraska City

Resolution No. 2697-16

**Whereas:** City of Nebraska City is developing a transportation project for which it intends to obtain Federal funds;

**Whereas:** City of Nebraska City as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project;

**Whereas:** City of Nebraska City and The Schemmer Associates, Inc. wish to enter into a Professional Construction Engineering Services Agreement to provide construction engineering services for the Federal-aid project.

**Be It Resolved:** by the City Council of the City of Nebraska City, Nebraska that:

Bryan Bequette, Mayor of the City of Nebraska City, is hereby authorized to sign the attached construction engineering services agreement between the City of Nebraska City, Nebraska and The Schemmer Associates, Inc.

NDOR Project Number: ENH-66(34)

NDOR Control Number: 13055

NDOR Project Description: Nebraska City Steinhart Trail, Phase II

Adopted this 7th day of March, 2016 at Nebraska City, Nebraska.  
(Month)

The City Council of the City of Nebraska City, Nebraska

<u>Mayor Bryan Bequette</u>	<u>Commissioner Vic Johns</u>
<u>Commissioner Jim Stark</u>	<u>Commissioner Gloria Glover</u>
<u>Commissioner Jeff Crunk</u>	

Board/Council Member Jim Stark  
 Moved the adoption of said resolution  
 Member Vic Johns Seconded the Motion  
 Roll Call: 5 Yes 0 No 0 Abstained 0 Absent  
 Resolution adopted, signed and billed as adopted

Attest:

  
 \_\_\_\_\_  
 Signature City Clerk



Meeting Adjourned at 7:16 P.M.

### AFFIDAVIT

I, the undersigned City Clerk for the City of Nebraska City, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Board of Commissioners, that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

---

Mark E. Marcotte, City Clerk-Treasurer

**CITY OF NEBRASKA CITY**

1409 Central Avenue  
Nebraska City, Nebraska 68410-3223  
(402) 873-5515

HOME OF ARBOR DAY

**APPLICATION FOR ELECTRICIANS REGISTRATION TO WORK**

New Application  Renewal Application

Application is hereby made to the City of Nebraska City, Nebraska by:

Jamie Frederick (402) 706-2702

Name (Must be identical to Bond) Telephone

7425 N 89th Ave Omaha NE 68122

Street Address City State Zip Code

to do electric wiring and preparing of buildings and structures in Nebraska City for electric current, for the year ending December 31, 2016 as provided by Chapter 14 of the Code of the City of Nebraska City.

Said applicant further shows that they are doing business in Nebraska City under the above name and that they and those to whom a license is to be granted under this application are possessed of the skill, qualifications and ability to perform all necessary services of wiring and fitting a building or structure to receive electricity with safety.

Electrical Contractors operating under this license: Jamie Frederick  
State Electrical License Number: 22516

Journeymen Electricians requiring a Registration Certificate:  
Brandon Benson

Said applicant herewith submits a Surety Bond to the City of Nebraska City in the sum of Ten Thousand Dollars (\$10,000.00).

**FEES REMITTED WITH THIS APPLICATION:**

City of Nebraska City Master Electrician Registration to Work License (Copy of State License must be returned with this form)	<b>\$35.00</b>	<b>\$ 35.00</b>
Journeymen Electrician registration (Per Person)	<b>\$5.00</b>	<b>\$ 5.00</b>
<b>TOTAL</b>	<b>\$</b>	<b>40.00</b>

Dated this 3 day of 11, 2016

Jamie Frederick  
Applicant (Name must be identical to name on Bond)

By: \_\_\_\_\_  
.....(For City Office Use Below this Line).....

Building Inspector \_\_\_\_\_ City Clerk \_\_\_\_\_

Permit Number: \_\_\_\_\_ Receipt Number: \_\_\_\_\_

Jamie Frederick - Renew Bond by 4/24/2016





Nationwide Mutual Insurance Company  
 Bond Department  
 1100 Locust, Department 2006  
 Des Moines, IA 50391-2006

**Bond Continuation Certificate**

Nationwide Mutual Insurance Company, hereinafter called Company, in consideration of an Agreed Premium hereby continues in force Bond Number 7300383398

Bond Description Class D Building Contractor

in the sum of \$ 10,000.00

on behalf of Nebraska Home Improvement dba Kitchens by Design / Inno TaFeyo  
 1263 120 Street  
 Omaha NE 68154

in favor of City of Omaha, Nebraska

for the extended term beginning 12:00:00 a.m. March 13, 2016

and ending 11:59:59 p.m. March 12, 2017

subject to all terms, conditions and limitations contained in the original bond.

This continuation certificate is executed upon the express condition that the Company's liability under the bond and all continuation certificates issued shall not be cumulative and shall in no event exceed in the aggregate the largest single amount stated on the original bond, any rider attached thereto, of any continuation certificate.

SIGNED, SEALED AND DATED 3 / 13 / 2016

NATIONWIDE MUTUAL INSURANCE COMPANY

By:    
 Stephen S. Rasmussen, President

Continuation Certificate  
 The Original Certificate is to be filed with the Obligor Named.

surety or fidelity  
Or for 367

NATIONWIDE MUTUAL INSURANCE COMPANY  
Bond Department  
1100 Locust, Department 2006  
Des Moines, IA 50391-2006

**Bond Continuation Certificate**

Nationwide Mutual Insurance Company, hereinafter called Company, in consideration of an Agreed Premium hereby continues in force Bond Number 7500385552

Bond Description Electrical

in the sum of \$ 12,500.00

on behalf of Nebraska Home Improvement dba Kitchens by Design / Janis Fredericks  
1263 120th St.  
Omaha NE 68154

in favor of City of Omaha

for the extended term beginning 12:00:00 a.m. April 25, 2015

and ending 11:59:59 p.m. April 24, 2016

subject to all terms, conditions and limitations contained in the original bond.

This continuation certificate is executed upon the express condition that the Company's liability under the bond and all continuation certificates issued shall not be cumulative and shall in no event exceed in the aggregate the largest single amount stated on the original bond, any rider attached thereto, of any continuation certificate.

SIGNED, SEALED AND DATED 4 / 25 / 2015

NATIONWIDE MUTUAL INSURANCE COMPANY

By:    
Stephen S. Rasmussen, President

March 7, 2016

Attn: City Council Members  
City Hall  
1409 Central Avenue  
Nebraska City, NE 68410

Dear Ladies and Gentlemen:

I am writing to request an additional topic to be added to the City Council agenda for the next City Council meeting on March 21, 2016. This topic is in conjunction with our local Arbor Day celebration.

Nearly 400 visitors from around the United States will attend Arbor Day festivities at Lied Lodge & Conference Center, the weekend of April 29 and 30, 2016. While we are thrilled to have them join us in this important community event, parking is at a minimum.

Specifically, I am requesting a parking exception for the south side of Sylvan Road on Saturday, April 30, from 4:00 pm – 11:00 pm.

In previous years, as designated parking lots were full, visitors would like to park along the south side of Sylvan Road. In 2015, City Council allowed parking on the south side of Sylvan Road.

In the event of an emergency, fire and rescue squads could still access this area of the community by travelling on Sylvan Road and through alternate routes.

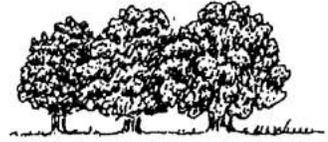
On behalf of Lied Lodge & Conference Center and the Arbor Day Foundation, thank you for adding this parking exception to the agenda for the next council meeting and for considering this request.

Sincerely,

Jennifer Phillips  
Senior Conference Planning Manager  
Lied Lodge & Conference Center  
2700 Sylvan Road  
Nebraska City, NE 68410  
[jphillips@arbordayfarm.org](mailto:jphillips@arbordayfarm.org)  
402-873-8739

# CITY OF NEBRASKA CITY

1409 Central Avenue  
Nebraska City, NE 68410-2223  
Phone: 402-873-5515  
Fax: 402-873-5685



Home of Arbor Day

## REQUEST FOR ITEM TO BE PLACED ON AGENDA or PUBLIC INFORMATION

*Your request will be reviewed and possibly scheduled for a future meeting,  
or forwarded to CITY STAFF for appropriate action.*

NAME: Laura Liesemeyer  
ADDRESS: 5395 M Rd.  
TELEPHONE: (402) 874-1200  
EMAIL ADDRESS: hortgirl\_2002@yahoo.com

CC: Police Dept.  Street Dept.  Park Dept.  Other

ITEM TITLE: Arbor Day Fly-In Breakfast

### EXPLANATION OF REQUEST:

*At the fly-in breakfast, we will use about 9 picnic tables for people to sit at. This is a community fundraiser for Nebraska City Jaycees.*

### ACTION REQUESTED:

*- ~~2~~ 9 picnic tables*

Will this item require the expenditure of funds: Yes  No  Estimated Amount: \_\_\_\_\_

Council meetings are held on the 1<sup>st</sup> and 3<sup>rd</sup> Mondays of every month. All requests for having an item on the Agenda must be submitted by noon on the Thursday preceding the Council meeting. For other meetings check with the City Clerk's Office. Once a request is received, the Administration will review it and determine whether or not it requires Council or Committee action, or whether it is an item that can be handled by staff.



**City of Nebraska City**

1409 Central Avenue  
Nebraska City, NE 68410-2223

**HOME OF ARBOR DAY**

Phone: 402-873-5515 Fax: 402-873-5685

**REQUEST FOR COUNCIL AGENDA OR PUBLIC INFORMATION / RECORDS**

*Your request will be reviewed and possibly scheduled for a future meeting,  
or forwarded to **City Staff** for appropriate action\**

Name: Linda Hogeland-Lourdes/st. Benedict's Preschool  
Address: 412 2nd Ave, Neb City  
Phone #: 402-873-9336  
Email Address: linda-hogeland@cdoline.net

CC: Police Dept.:  Street Dept.:  Park Dept.:  Other:

**Item Title:** Waive fee for shelter

**Explanation of Request:**  
Please waive the reservation fee for our preschool to use the Wildwood shelter for our class picnic, on May 13.

**Action Requested of Council:**

**Will this item require the expenditure of funds? Yes:  No:  Estimate \$**

Council meetings are held on the 1<sup>st</sup> & 3<sup>rd</sup> Mondays of the month. All requests for inclusion on a Council Meeting Agenda must be submitted by 5 P.M. on the Tuesday preceding the Council meeting. Once a request is received, staff will review it and determine if it requires Mayor/Council action, or if the item can be handled by staff.  
**\*You will be notified as to how your request will be handled as soon as possible.**

**For staff use only: Action Required.**

**Examination of Public Records are covered under Neb. Rev. State. §84-712 or other appropriate state statutes.**

Fees: \$0.25 per page



## City of Nebraska City

1409 Central Avenue  
Nebraska City, NE 68410-2223

**HOME OF ARBOR DAY**

Phone: 402-873-5515 Fax: 402-873-5685

### PUBLIC REQUEST FOR COUNCIL AGENDA OR INFORMATION ITEM

*Your request will be reviewed and possibly scheduled for a future meeting,  
or forwarded to City Staff for appropriate action\**

Name: \_NCTC Community Development Committee\_  
Address: \_806 1<sup>st</sup> Avenue\_  
Phone #: \_402-873-6654\_  
Email Address: [anya@nebraskacity.com](mailto:anya@nebraskacity.com)

CC: Police Dept: \_\_\_ Street Dept: \_\_\_ Park Dept:  Other: \_\_\_

**Item Title:**

**Explanation of Request:**

The NCTC Community Development Committee reserves, cleans, decorates and provides food as a fundraiser for the NCTC Scholarship fund. This year we had 2 winners (bids at the annual banquet) of the cabin!

**Action Requested of Council:**

We would like to request permission for use of the cabin on Saturday, March 26 2016, for our first event.

**Will this item require the expenditure of funds? Yes: \_\_\_ No:**

Council meetings are held on the 1<sup>st</sup> & 3<sup>rd</sup> Mondays of every month. All requests for information or inclusion on a Council Meeting Agenda must be submitted by noon on the Thursday preceding the Council meeting. Once a request is received, Administration will review it and determine whether it requires Mayor/Council action, or if the item needs to be handled by staff.

**\*You will be notified as to how your request will be handled as soon as possible.**

March 9, 2016

The Honorable Mayor and  
Members of the City Commission  
Nebraska City, Nebraska 68410

The Board of Public Works respectfully recommends the approval of a Recommended Maintenance and Readiness Testing Statement for Emergency Status Stationary Reciprocating Internal Combustion Engine (RICE) Generators. Nebraska City Utilities has 12 Internal Combustion Generating Units at three different locations. Several years ago in order to comply with the RICE Requirements, catalytic converters were added to eight of the units along with continuous monitoring and recording equipment. The purpose of this Recommendation is for the City as required by 40 CFR part 63.6640(i) as the governing body for the City of Nebraska City and the owner of the Utilities Department, to the recommend Maintenance and Readiness Testing required for the four emergency status stationary RICE generators. The Recommendation for run testing of these units continues to follow the recommended and accepted testing to make sure these units are ready in case of the need for emergency generation. Whereas these units are emergency stationary standby units, they would be second in line to the eight RICE compliant units operated and maintained by the Utilities Department.

It is the Board of Public Works Recommendation that the Mayor of Nebraska City sign the attached Recommendation of Maintenance and Readiness Testing for the RICE generating units.

Respectfully submitted,

BOARD OF PUBLIC WORKS

\_\_\_\_\_  
John James, Secretary

\_\_\_\_\_  
I hereby certify that the approval of the City Commission of the City of Nebraska City, Nebraska, for the above recommendation was granted at their meeting on:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mark Marcotte, City Clerk/Treasurer

Recommended Maintenance and Readiness Testing of Emergency Status Stationary Reciprocating Internal Combustion Engine (RICE) Generators.

The City of Nebraska City acting on and for Board of Public Works, and acting as the local governmental governing unit, does hereby recommend as such recommendation is required by 40 CFR part 63.6640(i), that the following Emergency stationary RICE Generators be operated in a timely manner for maintenance checks and readiness testing along a schedule determined by operating personnel of the Utilities Department.

Unit #2 at Power Plant #1

Unit #3 at Power Plant #1

Unit #4 at Power Plant #1

Unit #13 at Power Plant #3

Such units shall be regularly tested to maintain readiness, and also tested as may be required as maintenance is performed. Such testing shall not exceed 50 hours of operation per year.

\_\_\_\_\_

\_\_\_\_\_

Bryan Bequette, Mayor, Nebraska City NE      Date

\_\_\_\_\_

Attest: \_\_\_\_\_

Recommended Maintenance and Readiness Testing of Emergency Status Stationary Reciprocating Internal Combustion Engine (RICE) Generators.

The City of Nebraska City acting on and for Board of Public Works, and acting as the local governmental governing unit, does hereby recommend as such recommendation is required by 40 CFR part 63.6640(i), that the following Emergency stationary RICE Generators be operated in a timely manner for maintenance checks and readiness testing along a schedule determined by operating personnel of the Utilities Department.

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Unit #4 at Power Plant #1

Unit #13 at Power Plant #3

Such units shall be regularly tested to maintain readiness, and also tested as may be required as maintenance is performed. Such testing shall not exceed 50 hours of operation per year.

\_\_\_\_\_

\_\_\_\_\_

Bryan Bequette, Mayor, Nebraska City NE      Date

\_\_\_\_\_

Attest: \_\_\_\_\_

## CERTIFICATE OF PARTICIPANT

**\$103,685,000**  
**OMAHA PUBLIC POWER DISTRICT (NEBRASKA)**  
**SEPARATE ELECTRIC SYSTEM REVENUE BONDS (NEBRASKA CITY 2)**  
**2016 SERIES A**

The undersigned (the "Participant") hereby certifies as follows:

1. As of the date hereof, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending against the Participant or, to the best knowledge of the Participant, threatened against the Participant, affecting the corporate existence of the Participant or the titles of its officers and directors to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the performance of the Participant of its obligations under the Participation Power Agreement dated as of January 15, 2004, as amended to the date hereof (the "Participation Agreement"), between the Participant and the Omaha Public Power District (the "District") or the Transmission Facilities Cost Agreement effective as of September 7, 2006 and entered into by the Participant in connection with the Participation Agreement (the "Transmission Agreement"), or contesting or affecting as to the Participant the validity or enforceability of the Participation Agreement or Transmission Agreement, or contesting powers of the Participant or the execution and delivery by the Participant of the Participation Agreement or Transmission Agreement, nor, to the best knowledge of the Participant, is there any basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would materially adversely affect the corporate existence or authority of the Participant or the authorization, execution, delivery or performance by the Participant under the Participation Agreement or the Transmission Agreement.
2. As of the date hereof, there exists no default under the Participation Agreement or Transmission Agreement nor has any event occurred which, with the passage of time or the giving of notice or both, would become a default under the Participation Agreement or Transmission Agreement.
3. The Participant has all necessary right, power and authority to execute and deliver the Continuing Disclosure Agreement dated as of March 11, 2015 by and between the Participant and the District. The Participant is not currently in default of its obligations under any other continuing disclosure agreements, including, without limitation, the Continuing Disclosure Agreements with the District dated December 1, 2005, September 28, 2006, December 2, 2008 and March 11, 2015.
4. The Participant acknowledges and agrees that the Participation Agreement has become effective in accordance with the requirements set forth in Section 23.10 and 23.11 of the Participation Agreement, and that the Participation Agreement and the Transmission Agreement constitute the legal, valid and binding obligations of Participant, enforceable in accordance with their terms. Without limiting the foregoing, the Participant agrees and acknowledges that LB 969 was passed by the 2004 Nebraska Legislature and that the Participant therefor represents and

warrants in accordance with Sections 2.2.4 and 23.12 that the step-up provisions contained in Section 17.3 of the Participation Agreement are the legal, valid and binding obligation of the Participant, enforceable in accordance with their terms.

5. With respect to the Preliminary Official Statement dated February 23, 2016 (the “Preliminary Official Statement”) and the Official Statement dated March 2, 2016 (the “Official Statement”) issued in connection with the above referenced bonds (the “Bonds”), the information contained in Exhibit A thereof pertaining to the Participant did not as of its date, and does not as of the date hereof, contain any untrue statement of a material fact relating to the Participant or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

*The following certification applies only if the Participant is not Nebraska Public Power District (“NPPD”):*

6. The Participant, in accordance with Section 2.2.6 of the Participation Agreement, hereby represents and warrants that all payments for Operation and Maintenance Costs (as defined in the Participation Agreement) made by the Participant under the Participation Agreement will at all times be deemed ordinary and necessary operational costs of Participant, which will be paid on an equal basis with other ordinary and necessary operational costs of the Participant and prior to the payment of any financed debt of the Participant.

*The following certification applies only if the Participant is NPPD:*

7. The Participant, in accordance with Section 2.2.6 of the Participation Agreement, hereby covenants to provide the District with a surety covering its share of the ongoing Operation and Maintenance Costs in accordance with Section 16.2 of the Participation Agreement.

[Remainder of Page Intentionally Left Blank]

DATED: April 13, 2016

CITY OF NEBRASKA CITY, NEBRASKA

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BOARD OF PUBLIC WORKS**  
**NEBRASKA CITY, NEBRASKA**

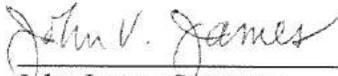
March 9, 2016

The Honorable Mayor and  
Members of the City Commission  
Nebraska City, Nebraska 68410

The Board of Public Works respectfully recommends the approval of Water Work Order #378 in the amount of \$11,848.67. This Work Order is to provide for the full replacement of the overhead beam crane at the Water Treatment Plant used in transferring 1-Ton chlorine cylinders from the dock area to the chlorine room. Nebraska City Utilities performs crane inspections at various locations in its plants on a yearly basis and it has been determined that this crane system needs to be replaced. The 20' low head room hand crane hoist and trolley system will also provide for a longer length of carry from the loading dock area into the room. The supplier of the Crane System and installation is Konecranes.

Respectfully submitted,

BOARD OF PUBLIC WORKS

  
\_\_\_\_\_  
John James, Secretary

\_\_\_\_\_  
I hereby certify that the approval of the City Commission of the City of Nebraska City, Nebraska, for the above recommendation was granted at their meeting on:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mark Marcotte, City Clerk/Treasurer











**2015 Annual Report for  
Wildwood Historic Center  
February 8, 2016**

**Mission Statement:** Wildwood's main goal is to educate visitors about life in the Victorian era as it pertained to the Ware family and in general, life in Nebraska City. Visitors are encouraged to shop in the Barn Art Gallery for local and regional art and crafts. Brochures representing other museums, maps of City sites and places of interest, including lodging & restaurants are distributed regularly. We consider ourselves on the front line of hospitality and promotion for Nebraska City and its surrounding communities.

**Introduction:** In preparation for the 2015 season, we began in April with the cleaning of the Wildwood House and the Barn Art Gallery. On April 19th artists delivered products to consign for sale to the Barn. Wildwood had an operating season of 199 days. Total paid staff hours for the operating season were 3,083 hours. Many volunteers spent time developing a plan and renovating the Victorian Gardens along with the gardens surrounding the House and Barn. Also, many hours were spent repairing and maintaining items in the House, Barn and Classroom/Garage.

**Special Events:** Our first special event was held on Arbor Day, with Sandra Freburg (Lincoln) entertaining visitors in the House by playing the 1883 Steinway piano and Paul & Sandy Nichols held a Create Your Own Pottery event for our visitors in the Victorian Gardens. An event called Beatin' Spring was held on May 17th. Local artist, Deb Monfelt, guided students as they sketched and painted in the Garden, much as Victorians would have done. Guests were invited to play with a vintage croquet set on the lawn or clean carpets the old fashioned way with a rug beater. Throughout our season and especially during the summer months, weddings were held in the Victorian Garden. On June 20th another Wildwood Barn artist brought friends to paint and sketch in the Victorian Gardens while staff members demonstrated old-fashioned pastimes such as crochet, cross stitch and knitting. This event was called Back in Time. In September, astronomy club members from Lincoln, Omaha and the local area gathered near the south side of the orchard area for our annual Wildwood Star Party. Wildwood's antique circa 1850 Yeats & Sons telescope was on display for this popular and well attended event. Applejack, held on September 19th & 20th, was celebrated with a vintage oil lamp display in the House, along with professional antique appraiser Tom Bassett in the Victorian Garden. Mr. Bassett helped people find the value of their antique items for a small fee. During the Christmas in October event, the entire House was decorated appropriately so that guests could see how the Victorians might celebrate Christmas. Our Heirloom Christmas event was held on December 6th. As guests toured the House, they were treated to Christmas music on the Steinway piano which was played by Angie Madison, along with music played on the newly restored antique 1878 harmonium (parlor organ). For a small donation, visitors could enjoy a Victorian Tea with special treats served by Wildwood staff dressed in Victorian costume. This event included a wonderful display of vintage china for our guests to enjoy.

**Attendance and Finances:** 3,220 people browsed in the Barn Art Gallery with purchases totaling \$15,938. 1,289 tours were given in the Wildwood House, somewhat less than 2014 since that year attendance reflected an increase due to the Civil War Reenactment which was held in Wildwood Park. 68 artists consigned their work in the Barn. Wayne & Jan Ware donated \$300 to be used as needed for artifacts or repairs in the House. Vicki Cheeseman donated \$100 toward purchase of items once owned by the Jasper Ware family which were offered

this year at auction. We were able to acquire Jasper's hand written Will and the plaque from his Omaha bank safe.

**Projects:** Thanks to a generous donation from the Steinhart Foundation, the roof structures on the House & Barn were replaced with cedar shingles (historically accurate), along with the classroom/restroom/garage roof, which was replaced with metal roofing material. A separate electric meter was installed for the rental apartment, which is connected to Wildwood House. The Victorian Garden and the gardens surrounding the Barn and House were renovated by volunteers and staff, guided by Garden Superintendent - Michell Painter. The Nelson Foundation funded a project to sand and professionally spray paint the wrought-iron garden furniture to preserve these pieces. Smaller statuary and ornaments and fences were painted as well. The aluminum sun dial was repaired and rose trellises were built to accommodate additional rose plantings. Many trees and shrubs were trimmed, plants moved and others donated, with some plants being purchased. A donation of several garden ornaments and garden plantings were accepted from Faye and Ron Booth. Some additional china and clothing items were donated. Acid free boxes were purchased to store vintage clothing for preservation with W & J Ware funds. A grant from the Nebraska State Questers, local J. Sterling Morton Questers and some volunteer time allowed the antique harmonium to be restored this year.

**Publicity:** Advertisements were placed in the summer issues of the Nebraska Life magazine. A package of ads was purchased at B103 Radio to promote events. One goal set for 2015 was to increase our social media presence. This goal was met by regularly updating our website ([www.wildwoodhistoriccenter.org](http://www.wildwoodhistoriccenter.org)) and posting photos, information and event updates on the Wildwood Facebook page. Wildwood is a member of GROW Nebraska. Through this group, we attended an event at the State Capital and made contacts with other like-groups from Nebraska, as well as meeting Senator Watermeier. Each time there is a new Featured Artist in the Barn Art Gallery, an article to promote the exhibit is placed in the Nebraska City News Press. The Nebraska City Museum Alliance and the Museum Events meetings are attended regularly and a Wildwood staff member is on the Board of Directors of the Museum Association so that we are informed of events throughout the area.

**Summary:** The staff and Wildwood Board continue to develop plans for reaching visitors and promoting Wildwood, as well as Nebraska City in general. These efforts are expected to increase attendance and sales in 2016. Our tour guides being dressed in Victorian costuming is an aspect of Wildwood that continues to attract interest. Visitors expect and enjoy this as part of our charm, as they learn about the history of Nebraska City. Many patrons requested that the Victorian Tea be held again and there seems to be a renewed interest and awareness of Wildwood Historic Center as a Nebraska City treasure.

Respectfully submitted,

Gail Wurtele  
Manager



**City of Nebraska City**

1409 Central Avenue  
Nebraska City, NE 68410-2223

**HOME OF ARBOR DAY**

Phone: 402-873-5515 Fax: 402-873-5685

**PUBLIC REQUEST FOR COUNCIL AGENDA OR INFORMATION ITEM**

*Your request will be reviewed and possibly scheduled for a future meeting,  
or forwarded to City Staff for appropriate action\**

Name: Nebraska City Farmers Market  
Address: 806 1<sup>st</sup> Avenue  
Phone #: 402-873-6654  
Email Address: [amya@nebraskacity.com](mailto:amya@nebraskacity.com)

CC: Police Dept:  Street Dept:  Park Dept:  Other:

**Item Title:**

**Explanation of Request:**

Nebraska City Farmers Market is requesting the use of the Memorial Building parking lot every Thursday, May 5<sup>th</sup> - September 8<sup>th</sup>. The market will run from 3:45 -6:00. We ask that the parking lot have cones put in the entrance and exit earlier in the day to prevent afternoon parking as the vendors will start setting up as early as 3:00 p.m. This year we would like to request 2 picnic tables for the market season.

**Action Requested of Council:**

We ask that the parking lot have cones put in the entrance and exit earlier in the day to prevent afternoon parking as the vendors will start setting up as early as 3:00 p.m.  
We also would like permission to hang the Farmers Market banner on the west side of Mercers for the duration of the season.

**Will this item require the expenditure of funds? Yes:  No:**

Council meetings are held on the 1<sup>st</sup> & 3<sup>rd</sup> Mondays of every month. All requests for information or inclusion on a Council Meeting Agenda must be submitted by noon on the Thursday preceding the Council meeting. Once a request is received, Administration will review it and determine whether it requires Mayor/Council action, or if the item needs to be handled by staff.

**\*You will be notified as to how your request will be handled as soon as possible.**

**The Wall of Hope**  
**Expressions welcome Daily**

**|| Leadership Nebraska City Class #11**

**OPENING STATEMENT:** The Memorial Way – Wall of Hope will be a place where all individuals can feel free to express themselves in a positive manner.

**Overview:**

The project will be constructed in the middle of the Memorial Way breezeway. It will be a double sided chalkboard with the dimensions of 15’ 6” wide x 5” deep x 6” tall. (See attached diagram). It will function as a community chalkboard to be used by both children and adults. Members of the LNC class #11 will also pose questions if they so wish for passersby to answer.

**The Need**

- Conversation Piece – place where community members can express their thoughts and build their creativity
- Draw people to the downtown area and utilize an area that does not receive much traffic
- To facilitate an ever-changing piece of art – complements the other art pieces that Nebraska City is so fortunate to already have on display

**The Impact**

- Allow people to express their individuality
- Allow children and students a place to be creative
- Increase the use of the breezeway

**The Feasibility**

- Numerous local businesses have offered to donate supplies and marketing materials
- The budget of \$450 received from LNC will be used for remaining supplies

**The Visibility**

- To be finished and unveiled as part of the Arbor Day Festivities
- Will market the chalkboard via flyers and will contact B103 and the News Press as well
- LNC will create and maintain a Facebook page

**Our Proposal**

The Wall of Hope came about as the LNC class had discussions on what ways we felt we could improve a piece of Nebraska City. Members of the class felt that Memorial Way is currently underutilized and wanted to increase traffic and tourism in the downtown area. Members also had much discussion about wanting to do something that was connected to Arbor Day in order to increase the tourism over this weekend as well. The Wall of Hope will give people a chance to participate in a new piece of art, which also complements all the other artistic examples that Nebraska City is so fortunate to already have. The members of LNC also wanted to select a project where we could encourage community schools and businesses to be a part of the project as well. We have many businesses that are willing to donate materials and hopefully these local businesses will benefit from the structure a well. The local high school art classes with the direction of art teachers Tammy Partsch, Lourdes High School and Jessica Rice, Nebraska City High School have been asked to each be responsible for a side of the chalkboard depicting their interpretation of this years’ theme for Arbor Day. They can choose to do a group mural or students can do individual work.

**Product Description**

Winn Rack will be building the actual structure. The structure will be heavy and set in place with epoxy to ensure it doesn’t fall over. The structure will be built in such a way that it is sustainable, low enough to the ground that children can utilize it, and sturdy enough to weather the elements. Johnson Farms and Kimmel Orchard will be able to assist with equipment necessary to move and place the structure in the Memorial Way breezeway. The structure will run North/South in the center of the breezeway. It will begin just south of the existing benches.

**Timeline for Execution**

Key project dates are outlined below. Dates are best-guess estimates and are subject to change

Description	Start Date	End Date	Duration
Project Start	March 28 <sup>th</sup>		
Phase 1 Complete – structure in place		April 22 <sup>nd</sup>	4 weeks
Phase 2 Complete – structure painted		April 23 <sup>rd</sup>	1 day
Art Classes	April 26 <sup>th</sup>	April 28 <sup>th</sup>	3 days
Project End		April 28 <sup>th</sup>	

**Supplied Material**

The following materials are to be supplied by for this project. For The Wall of Hope to meet project milestones, this material must be supplied on schedule. The due dates included in the following table represent our best guess based on current proposed project dates:

Materials to be supplied by:	Due Date*
Mead Lumber	April 10 <sup>th</sup>
Ace Hardware	April 10 <sup>th</sup>
Blum’s Custom Frames & Engraving	April 22 <sup>nd</sup>

## Sustainability:

For the first year after completion, each class member will be assigned a month to monitor the chalkboard for inappropriate comments or pictures, supply chalk if needed, and pose questions if they so desire. When it is your turn to monitor the chalkboard the structure must be checked at least once a week. If for any reason you cannot complete your monitoring requirements it is your responsibility to contact another LNC class member to cover. The structure itself should be sustainable for at least 3-5 years as the protective coating will assist in protecting it from the elements.

## Budget

The following table details the projected budget for the proposal.

Budget Amount – from LNC \$450	Price
Vertical Post	\$116.00
Horizontal Runners	\$127.00
Base Plate	\$20.00
12ga Sheet	\$190.00
Powder Coating	\$140.00
Paint	\$55.00
<b>Items to be Donated</b>	
Plaque	
Grout	
Chalk	
Marketing materials	
Labor to complete structure	
<b>Total Project Cost:</b>	<b>\$648.00</b>

The prices listed in the preceding table are an estimate for the services discussed. This summary is not a warranty of final price. Estimates are subject to change if project specifications are changed or costs for outsourced services change before a contract is executed. Additional funds needed will be acquired through fundraising or monetary donations from the LNC class members.

## Team assignments:

- Amber Sammons (Project Manager)

- Greg Bolt (Assistant Project Manager)
- Jennifer Walker (Communications Coordinator)
- Jeremy Johnson (Treasurer)
- Jon Gibson (Logistic Coordination)
- Erin Beethe, Katie Radke (Design Coordination)
- Kalea Neeman, Jodie Kluthe (Marketing Coordination)
- Victoria Watkins, Jodie Kluthe, Greg Bolt (Presenters)

## **Conclusion**

We look forward to working with the schools and the local businesses to complete this project in time for the Arbor Day Festivities. We are confident that we can meet any challenges ahead and appreciate the support of the LNC Advisory Board, the City Council, and NCTC.

If you have questions on this proposal, feel free to contact Amber Sammons, ([kramthma\\_50527@yahoo.com](mailto:kramthma_50527@yahoo.com)) Project Manager or Greg Bolt, ([ggbolt16@gmail.com](mailto:ggbolt16@gmail.com)) Assistant Project Manager.

Thank you for your consideration,  
LNC Class #11

# LNC CLASS #11

Project Design Proposal





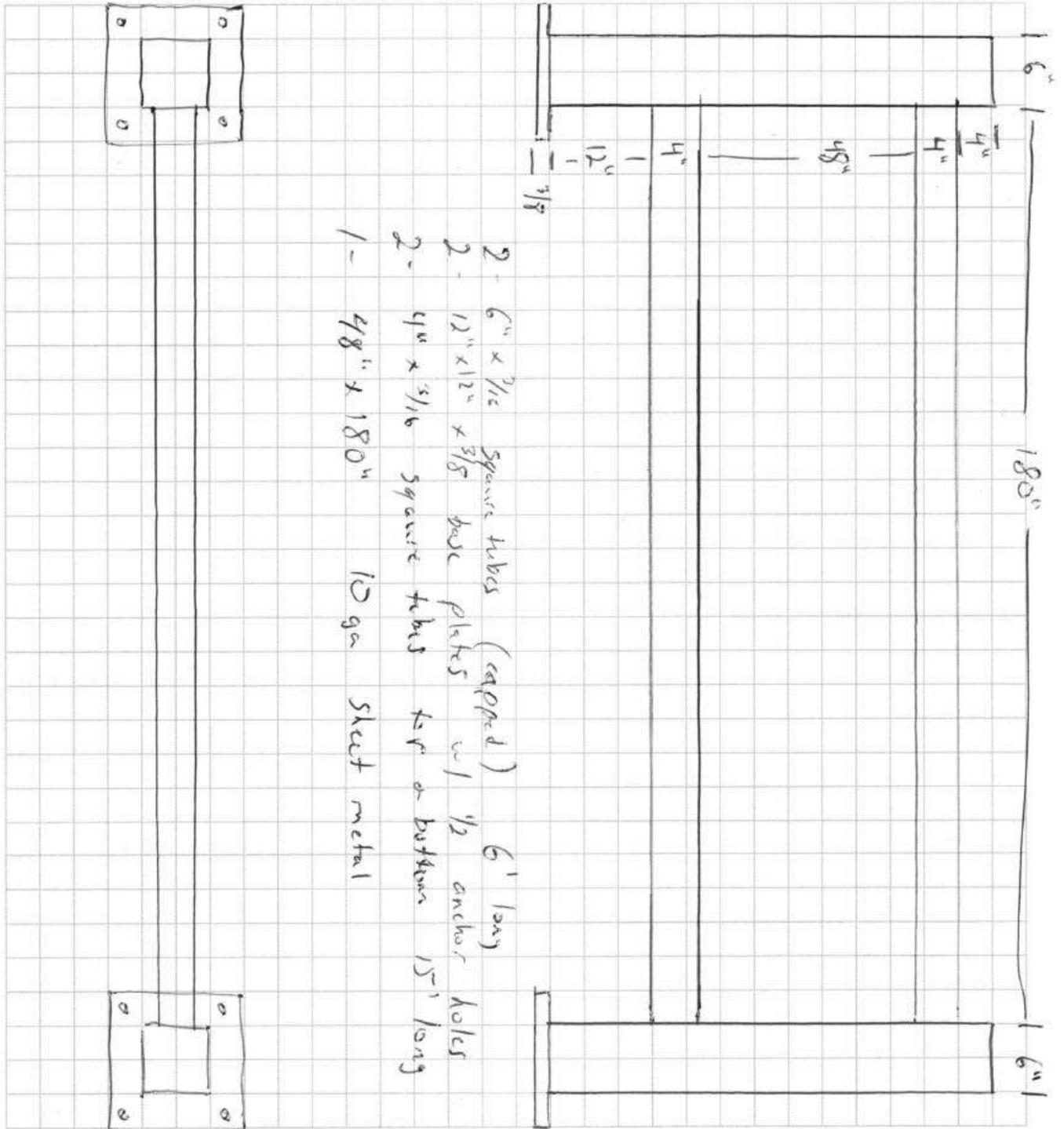
# LIEBOVICH STEEL & ALUMINUM CO.

A DIVISION OF LIEBOVICH BROS., INC.

P.O. BOX 1779 • 155 50TH AVE. S.W. • CEDAR RAPIDS, IA 52406

319 / 366-8431  
800 / 373-7956

FAX 319 / 366-0461  
800 / 275-8816



FLAME CUT • STRESS RELIEVE • GRIND  
 PRECISION SAWING OF ALUM PLATE  
 PRECISION SHEAR • SAWCUT  
 WHEELABRATE • HI-DEFINITION PLASMACUT

**RELIANCE**  
 STEEL & ALUMINUM CO.  
 Family of Companies





# EGGERS BROS. INC.

EGGERS BROTHERS INC.  
 72302 HWY 105  
 AUBURN, NE 68305  
 (402) 868-3475

RETURNS MUST BE MADE WITHIN THE FOLLOWING TERMS FOR FULL CREDIT OR MAY BE REFUSED OR SUBJECT TO A RETURN CHARGE.  
 ITEMS SENT OUT FOR TRIAL - 2 DAYS  
 REGULAR STOCK ITEMS - 15 DAYS

\*\*\*\*\* NON RETURNABLE ITEMS \*\*\*\*\*  
 SPECIAL ORDER PARTS  
 ITEMS CUT OR MADE TO CUST. SPECS.  
 SMALL PARTS - FASTENERS  
 BROKEN PKGS. - AUGER FLIGHTING  
 INSTALLED ELECTRICAL PARTS.

SOLD TO: 00100	PO:	DATE: 03/02/16
CASH-REGULAR CUSTOMER		INVOICE: PRT 3
9 ZN:2	CO. DOC.	SLSMAN: DJ-99

ITEM #	LINE	DESCRIPTION	X	QTY	PRICE	NET	AMOUNT	T
64-3600		STRUC TUB.		12	27.58	17.93	215.16	Y
64-3400		STRUC TUB.		30	8.75	5.40	162.00	Y
40-61200		HR STEEL		2	16.34	12.03	24.06	Y
70-10		SH. METAL		60	5.50	3.16	189.60	Y
12H	DJ	LAB		4		80.00	320.00	N
* SIGN PROJECT								
LABOR TOTAL:							320.00	

\*\*\* QUOTATIONS ARE VALID FOR 30 DAYS ONLY !!

SUBTOTAL	910.82
SALES TAX	32.50
TOTAL	\$943.32

"THE SOURCE" FOR AUTO - AG. - INDUSTRIAL PARTS  
 AVAILABILITY+SERVICE+PRICE = THE BEST VALUE AT EBI

\* QUOTE ONLY \*  
 NOT AN INVOICE

9:56 AM

00100



**City of Nebraska City**

1409 Central Avenue  
Nebraska City, NE 68410-2223

**HOME OF ARBOR DAY**

Phone: 402-873-5515 Fax: 402-873-5685

**REQUEST FOR COUNCIL AGENDA OR PUBLIC INFORMATION / RECORDS**

*Your request will be reviewed and possibly scheduled for a future meeting,  
or forwarded to City Staff for appropriate action\**

Name: Jim D. Kuhn  
Address: 1721 1st Corso #2  
Phone #: 873-6421  
Email Address: \_\_\_\_\_

CC: Police Dept.: \_\_\_\_\_ Street Dept.: \_\_\_\_\_ Park Dept.: \_\_\_\_\_ Other:

**Item Title:** CONSTRUCT New Covered ENTRY

**Explanation of Request:**  
current Access to Residence is small and difficult to enter safely.

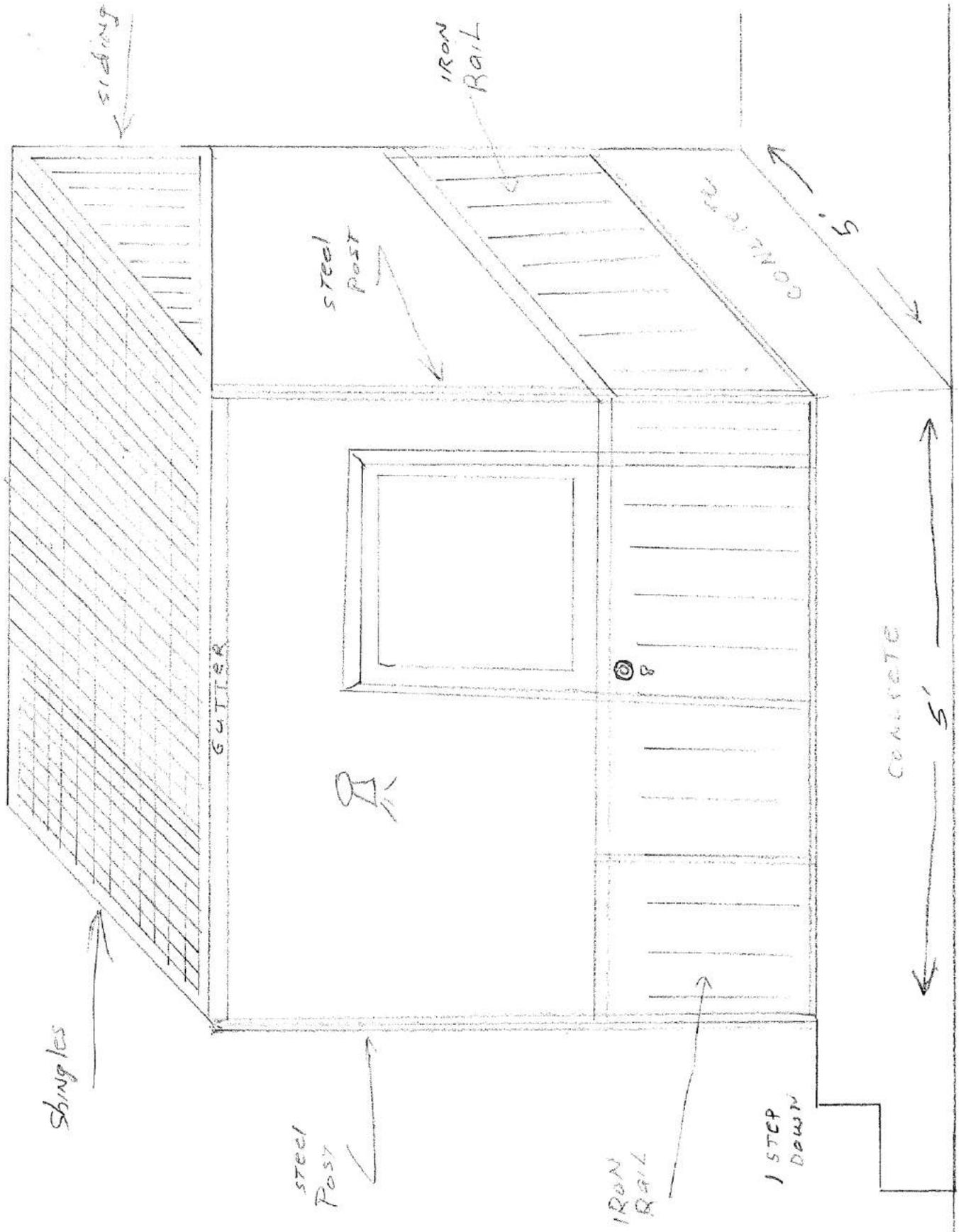
**Action Requested of Council:**  
Permission to Build out onto city sidewalk to make safe, same distance as Kenotoc and Fox Center, leaving adequate distance to street.

**Will this item require the expenditure of funds? Yes: No: Estimate \$**

Council meetings are held on the 1<sup>st</sup> & 3<sup>rd</sup> Mondays of the month. All requests for inclusion on a Council Meeting Agenda must be submitted by 5 P.M. on the Tuesday preceding the Council meeting. Once a request is received, staff will review it and determine if it requires Mayor/Council action, or if the item can be handled by staff.  
**\*You will be notified as to how your request will be handled as soon as possible.**

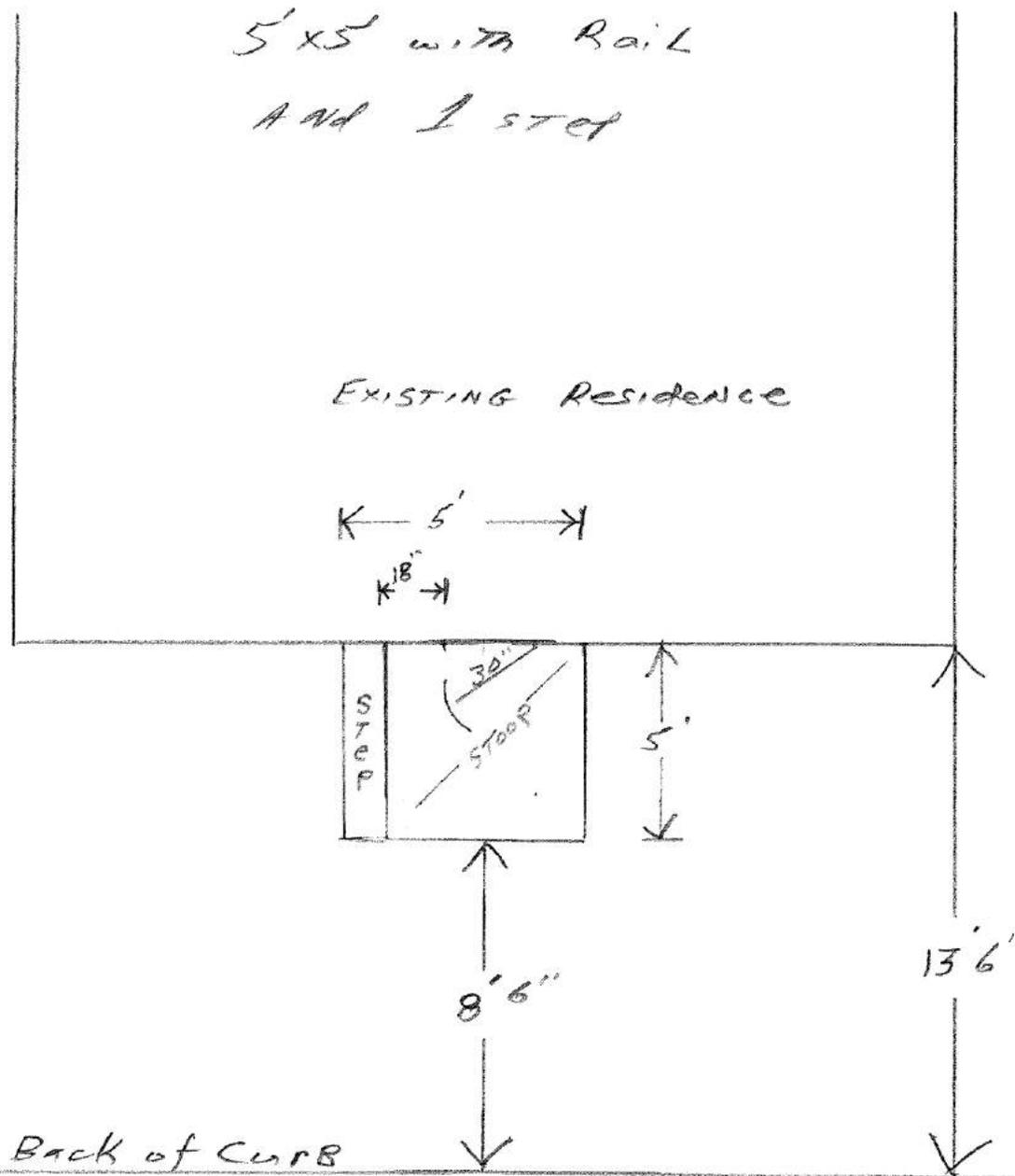
**For staff use only: Action Required.**

Examination of Public Records are covered under Neb. Rev. State. §84-712 or other appropriate state statutes.  
Fees: \$0.25 per page





NEW STOOP WITH ROOF COVER  
5' x 5' WITH RAIL  
AND 1 STEP



1/4" scale

CENTRAL Ave



## City of Nebraska City

1409 Central Avenue  
Nebraska City, NE 68410-2223

**HOME OF ARBOR DAY**

Phone: 402-873-5515 Fax: 402-873-5685

### REQUEST FOR COUNCIL AGENDA OR PUBLIC INFORMATION / RECORDS

*Your request will be reviewed and possibly scheduled for a future meeting,  
or forwarded to City Staff for appropriate action\**

Name: Pioneer Holdings LLC  
Address: 108 S. 8th Street  
Phone #: 402-707-4568  
Email Address: tpendrell@gmail.com

CC: Police Dept.:  Street Dept.:  Park Dept.:  Other:

Item Title: **Arbor Day Live Music and Beer Garden**

**Explanation of Request:**

**Dinty Moore's Lunchroom would like to request permission to close off the Memorial Building Parking Lot on Saturday April 30th for live music and a beer garden following the Arbor Day Parade.**

**Action Requested of Council:**

**Closure of parking lot and allowed use and approval of SDL.**

Will this item require the expenditure of funds? Yes:  No:  Estimate \$ \_\_\_\_\_

Council meetings are held on the 1<sup>st</sup> & 3<sup>rd</sup> Mondays of the month. All requests for inclusion on a Council Meeting Agenda must be submitted by 5 P.M. on the Tuesday preceding the Council meeting. Once a request is received, staff will review it and determine if it requires Mayor/Council action, or if the item can be handled by staff.

**\*You will be notified as to how your request will be handled as soon as possible.**

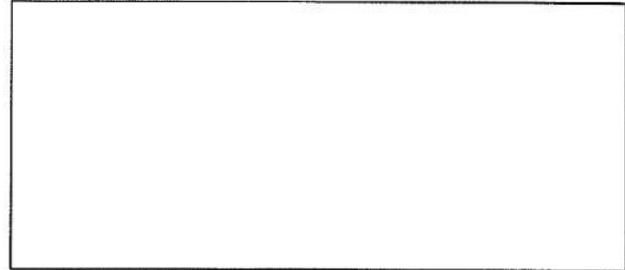
**For staff use only: Action Required.**

**Examination of Public Records are covered under Neb. Rev. State. §84-712 or other appropriate state statutes.**

Fees: \$0.25 per page

**APPLICATION FOR SPECIAL DESIGNATED LICENSE**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: [www.lcc.nebraska.gov/](http://www.lcc.nebraska.gov/)  
Email Applications: michelle.porter@nebraska.gov



DO YOU NEED POSTERS? YES \_\_\_ NO X

**NON PROFIT APPLICANTS**

(Check one that best applies)

Municipal \_\_\_ Political \_\_\_ Fine Arts \_\_\_ Fraternal \_\_\_ Religious \_\_\_ Charitable \_\_\_ Public Service

**LIQUOR LICENSE HOLDERS**

Liquor license number and class (i.e. C-55441)

108554

**COMPLETE ALL QUESTIONS**

- Type of alcohol to be served and/or consumed: Beer X Wine X Distilled Spirits X
- Licensee name (last, first,), corporate name or limited liability company (LLC) name  
(As it reads on your liquor license)

NAME: Pioneer Holdings LLC

ADDRESS: 108 S. 8th Street

CITY Nebraska City ZIP 68410

- Location where event will be held; name, address, city, county, zip code

BUILDING NAME Memorial Building Parking Lot

ADDRESS: 110 S. 8th Street (immediately south of 108 S. 8th Street) CITY Nebraska City

ZIP 68410 COUNTY and COUNTY # Otoe

- Is this location within the city/village limits? YES X NO \_\_\_
- Is this location within the 150' of church, school, hospital or home for aged/indigent or for veterans and/or wives? YES \_\_\_ NO X
- Is this location within 300' of any university or college campus? YES \_\_\_ NO X

4. Date(s) and Time(s) of event (no more than six (6) **consecutive** days on one application)

Date 4/30/16	Date	Date	Date	Date	Date
<b>Hours</b>	<b>Hours</b>	<b>Hours</b>	<b>Hours</b>	<b>Hours</b>	<b>Hours</b>
From 10am	From	From	From	From	From
To 12pm	To	To	To	To	To

a. Alternate date: \_\_\_\_\_

b. Alternate location: \_\_\_\_\_  
**(Alternate date or location must be specified in local approval)**

5. Indicate type of activity to be carried on during event:

Dance \_\_\_ Reception \_\_\_ Fund Raiser \_\_\_ Beer Garden<sup>x</sup> \_\_\_ Sampling/Tasting \_\_\_  
 Other \_\_\_\_\_

6. Description of area to be licensed

Inside building, dimensions of area to be covered **IN FEET** \_\_\_\_\_ x \_\_\_\_\_  
 (not square feet or acres)

\*Outdoor area dimensions of area to be covered **IN FEET** <sup>52</sup> \_\_\_\_\_ x <sup>134</sup> \_\_\_\_\_

**\*SKETCH OF OUTDOOR AREA (or attach copy of sketch) (sample sketch)**

If outdoor area, how will premises be enclosed?

\_\_\_ Fence; <sup>x</sup> \_\_\_ snow fence  chain link  cattle panel

\_\_\_ other \_\_\_\_\_  
 \_\_\_ Tent \_\_\_\_\_

7. How many attendees do you expect at event? 200

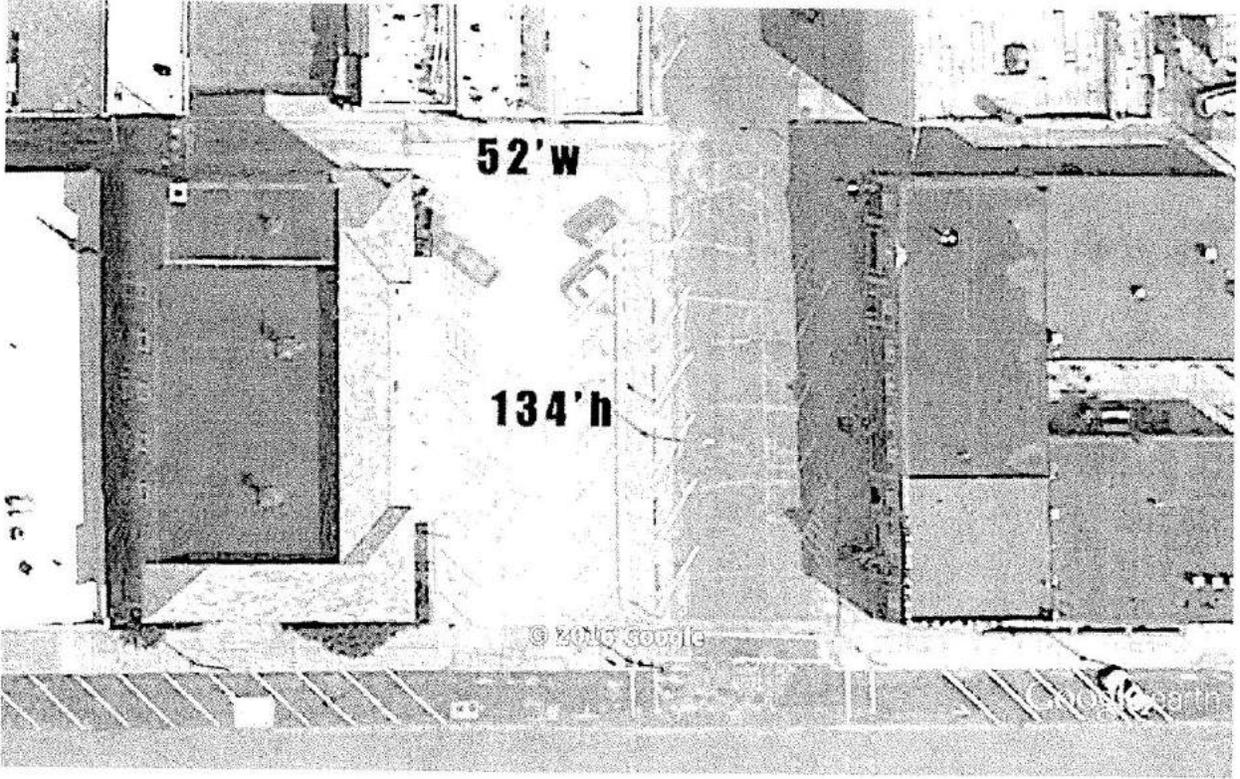
8. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)

Wristband and security for any beer purchased.

9. Will premises to be covered by license comply with all Nebraska sanitation laws? YES  NO

a. Are there separate toilets for both men and women? YES  NO





## CERTIFICATE OF PARTICIPANT

**\$103,685,000**  
**OMAHA PUBLIC POWER DISTRICT (NEBRASKA)**  
**SEPARATE ELECTRIC SYSTEM REVENUE BONDS (NEBRASKA CITY 2)**  
**2016 SERIES A**

The undersigned (the "Participant") hereby certifies as follows:

1. As of the date hereof, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending against the Participant or, to the best knowledge of the Participant, threatened against the Participant, affecting the corporate existence of the Participant or the titles of its officers and directors to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the performance of the Participant of its obligations under the Participation Power Agreement dated as of January 15, 2004, as amended to the date hereof (the "Participation Agreement"), between the Participant and the Omaha Public Power District (the "District") or the Transmission Facilities Cost Agreement effective as of September 7, 2006 and entered into by the Participant in connection with the Participation Agreement (the "Transmission Agreement"), or contesting or affecting as to the Participant the validity or enforceability of the Participation Agreement or Transmission Agreement, or contesting powers of the Participant or the execution and delivery by the Participant of the Participation Agreement or Transmission Agreement, nor, to the best knowledge of the Participant, is there any basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would materially adversely affect the corporate existence or authority of the Participant or the authorization, execution, delivery or performance by the Participant under the Participation Agreement or the Transmission Agreement.

2. As of the date hereof, there exists no default under the Participation Agreement or Transmission Agreement nor has any event occurred which, with the passage of time or the giving of notice or both, would become a default under the Participation Agreement or Transmission Agreement.

3. The Participant has all necessary right, power and authority to execute and deliver the Continuing Disclosure Agreement dated as of March 11, 2015 by and between the Participant and the District. The Participant is not currently in default of its obligations under any other continuing disclosure agreements, including, without limitation, the Continuing Disclosure Agreements with the District dated December 1, 2005, September 28, 2006, December 2, 2008 and March 11, 2015.

4. The Participant acknowledges and agrees that the Participation Agreement has become effective in accordance with the requirements set forth in Section 23.10 and 23.11 of the Participation Agreement, and that the Participation Agreement and the Transmission Agreement constitute the legal, valid and binding obligations of Participant, enforceable in accordance with their terms. Without limiting the foregoing, the Participant agrees and acknowledges that LB 969 was passed by the 2004 Nebraska Legislature and that the Participant therefor represents and warrants in accordance with Sections 2.2.4 and 23.12 that the step-up provisions contained in Section 17.3 of the Participation Agreement are the legal, valid and binding obligation of the Participant, enforceable in accordance with their terms.

5. With respect to the Preliminary Official Statement dated February 23, 2016 (the “Preliminary Official Statement”) and the Official Statement dated March 2, 2016 (the “Official Statement”) issued in connection with the above referenced bonds (the “Bonds”), the information contained in Exhibit A thereof pertaining to the Participant did not as of its date, and does not as of the date hereof, contain any untrue statement of a material fact relating to the Participant or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

*The following certification applies only if the Participant is not Nebraska Public Power District (“NPPD”):*

6. The Participant, in accordance with Section 2.2.6 of the Participation Agreement, hereby represents and warrants that all payments for Operation and Maintenance Costs (as defined in the Participation Agreement) made by the Participant under the Participation Agreement will at all times be deemed ordinary and necessary operational costs of Participant, which will be paid on an equal basis with other ordinary and necessary operational costs of the Participant and prior to the payment of any financed debt of the Participant.

*The following certification applies only if the Participant is NPPD:*

7. The Participant, in accordance with Section 2.2.6 of the Participation Agreement, hereby covenants to provide the District with a surety covering its share of the ongoing Operation and Maintenance Costs in accordance with Section 16.2 of the Participation Agreement.

[Remainder of Page Intentionally Left Blank]

DATED: April 13, 2016

CITY OF NEBRASKA CITY, NEBRASKA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**\$103,685,000**  
**OMAHA PUBLIC POWER DISTRICT (NEBRASKA)**  
**SEPARATE ELECTRIC SYSTEM REVENUE BONDS (NEBRASKA CITY 2)**  
**2016 SERIES A**

THIS CONTINUING DISCLOSURE AGREEMENT, dated as of April 13, 2016 (this “Disclosure Agreement”), is executed and delivered by the undersigned (the “Participant”) and Omaha Public Power District, in its capacity as Dissemination Agent hereunder (the “Dissemination Agent”) and in its capacity as Issuer (the “Issuer”) of the above-captioned bonds (the “Bonds”) issued pursuant to the Issuer’s Resolution No. 6019 adopted November 13, 2014 (as supplemented by Resolution No. 6090 adopted December 17, 2015, collectively, the “Resolution”). The Participant and the Issuer covenant and agree as follows:

**Section 1. Purpose of the Disclosure Agreement.** This Disclosure Agreement is being executed and delivered by the Participant, the Dissemination Agent and the Issuer for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with, and constitutes the written undertaking of the Participant for the benefit of the Bondholders required by, Section (b)(5)(i) of Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (17 C.F.R. § 240.15c2-12) (the “Rule”).

The Participant, as an “obligated person” within the meaning of the Rule, undertakes to provide the following information as provided in this Disclosure Agreement:

- (1) Annual Financial Information; and
- (2) Audited Financial Statements, if any.

**Section 2. Definitions.** In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“*Annual Financial Information*” means, in the case of the Participant, the financial information or operating data, provided at least annually, of the type included in the Participant’s section of Appendix A of the final official statement with respect to the Bonds as more specifically set forth in Exhibit A hereto, which Annual Financial Information may, but is not required to, include Audited Financial Statements. Annual Financial Information which consists of financial information derived from financial statements of the Participant (and not operating data) shall be prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board.

“*Audited Financial Statements*” means, in the case of the Participant, the annual audited financial statements of the Participant, if any. Audited Financial Statements shall be prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board.

“*Beneficial Owners*” means any person who has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds, including persons holding Bonds through nominees or depositories.

“*Dissemination Agent*” means initially, Omaha Public Power District, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer.

“*Holder*” means either the registered owners of the Bonds, or, if the Bonds are registered in the name of The Depository Trust Participant or another recognized depository, any applicable participant in its depository system.

“*MSRB*” means the Municipal Securities Rulemaking Board.

“*Participant Report Date*” has the meaning set forth in Section 3(a) hereof.

“*Participating Underwriters*” means the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“*Participation Agreement*” means the Participation Power Agreements dated January 15, 2004, between the District and each Participant and any replacements thereof, as the same may be amended from time to time, which contain commitments by the Participants to finance and pay for the construction and operation of the Separate System.

### **Section 3. Provision of Annual Reports.**

(a) While any Bonds are outstanding, the Participant shall, or upon written direction shall cause the Dissemination Agent to, provide the Annual Financial Information on or before the 210th day after the end of each fiscal year (the “Participant Report Date”), beginning on or after the date hereof, to the MSRB. If the Dissemination Agent is to provide the Annual Financial Information, not later than 15 Business Days (as defined in the Resolution) prior to said date, the Participant shall provide the Annual Financial Information to the Dissemination Agent. The Participant shall include with each such submission of Annual Financial Information to the Dissemination Agent a written representation addressed to the Dissemination Agent, upon which the Dissemination Agent may conclusively rely, to the effect that the Annual Financial Information is the Annual Financial Information required to be provided by it pursuant to this Disclosure Agreement and that it complies with the applicable requirements of this Disclosure Agreement. In each case, the Annual Financial Information may be submitted as a single document or as a set of documents, and all or any part of such Annual Financial Information may be provided by specific cross-reference to other documents available to the public on the MSRB’s internet website, or filed with the Securities and Exchange Commission. The Audited Financial Statements, if any, may, but are not required to be, provided as a part of the Annual Financial Information.

If not provided as part of the Annual Financial Information, the Participant shall, or, upon furnishing such Audited Financial Statements to the Dissemination Agent shall cause the Dissemination Agent to, provide Audited Financial Statements when and if available while any Bonds are Outstanding to the MSRB.

If by 15 Business Days prior to a Participant Report Date the Dissemination Agent has not received a copy of the Annual Financial Information, the Dissemination Agent shall contact the Participant to give notice that the Dissemination Agent has not received the Annual Financial Information and that such information must be provided to the MSRB, by the applicable Participant Report Date.

The Dissemination Agent shall, to the extent the Participant has provided the Annual Financial Information to the Dissemination Agent and required such information be sent to the MSRB, file a report with the Participant certifying that the Annual Financial Information has been provided by the Dissemination Agent to the MSRB pursuant to this Disclosure Agreement, stating the date it was provided.

If the Dissemination Agent does not receive the Annual Financial Information from the Participant required by clause (a) of this Section by the applicable Participant Report Date, the Dissemination Agent shall, without further direction or instruction from the Participant, provide to the MSRB, notice of any such failure to provide to the Dissemination Agent Annual Financial Information by the applicable Participant Report Date. For the purposes of determining whether information received from the Participant is Annual Financial Information, the Dissemination Agent shall be entitled conclusively to rely on the written representation made by the Participant pursuant to this Section.

All information provided by a Participant to the MSRB or to the Dissemination Agent pursuant hereto shall be provided in an electronic format as prescribed by the MSRB.

**Section 4. Termination of Reporting Obligation.** The Participant's, and the Dissemination Agent's and the Issuer's obligations under this Disclosure Agreement shall automatically terminate once the Bonds are no longer Outstanding.

**Section 5. Dissemination Agent.** The Issuer may, from time to time, with written notice to the Participant, appoint or engage a third-party Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent, upon notice to the Dissemination Agent. The initial Dissemination Agent shall be the Issuer. To the extent any Dissemination Agent engaged by the Issuer requires payment of a fee, or the Issuer incurs any expenses in discharging its obligations hereunder, the Participant shall promptly reimburse the Issuer for its pro rata portion of such fees (determined in such manner as pro rata payments are determined under the Participation Agreement).

**Section 6. Amendment; Waiver.** Notwithstanding any other provision of this Disclosure Agreement, the Participant, the Dissemination Agent and the Issuer may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived by the parties hereto, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws, acceptable to the Participant and the Issuer, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule, provided that the Participant shall have provided notice of such delivery and of the amendment to the MSRB, provided that neither the Issuer nor the Dissemination Agent shall be obligated to agree to any amendment that modifies the duties or liabilities of the Dissemination Agent or the Issuer without their

respective consent thereto. Any such amendment shall satisfy, unless otherwise permitted by the Rule, the following conditions:

(i) The amendment may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the obligated person or type of business conducted;

(ii) This Disclosure Agreement, as amended, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(iii) The amendment does not materially impair the interests of Beneficial Owners and Holders of any of the Bonds, as determined either by parties unaffiliated with the Participant (such as counsel expert in federal securities laws), or by approving vote of Bondholders pursuant to the terms of the Resolution at the time of the amendment. The initial Annual Financial Information after the amendment shall explain, in narrative form, the reasons for the amendment and the effect of the change, if any, in the type of operating data or financial information being provided.

**Section 7. Additional Information.** Nothing in this Disclosure Agreement shall be deemed to prevent the Participant from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Financial Information or other disclosure, in addition to that which is required by this Disclosure Agreement. If the Participant chooses to include any information in any Annual Financial Information or other disclosure in addition to that which is specifically required by this Disclosure Agreement, the Participant shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Financial Information.

**Section 8. Default.** In the event of a failure of the Participant, the Dissemination Agent or the Issuer to comply with any provision of this Disclosure Agreement, the Issuer, may, on its own behalf, or at the written direction of a Participating Underwriter, or the Holders of at least 25% in aggregate principal amount of Outstanding Bonds, shall, but only to the extent the Issuer receives indemnification to its satisfaction, or any Beneficial Owner or Holder of any of the Bonds may, seek mandate or specific performance by court order, to cause the Participant, the Dissemination Agent or the Issuer, as the case may be, to comply with its obligations under this Disclosure Agreement; provided that neither the Participant, the Dissemination Agent nor the Issuer shall be liable for monetary damages or any other monetary penalty or payment for breach of any of its obligations under this Section or unless, in the case of the Participant, such breach shall have been willful or reckless. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Resolution or Participation Agreement, and the rights and remedies provided by the Resolution or Participation Agreement upon the occurrence of an “Event of Default” shall not apply to any such failure. The sole remedy under this Disclosure Agreement in the event of any failure of the Participant, the Dissemination Agent or the Issuer to comply with this Disclosure Agreement shall be an action to compel performance.

**Section 9. Duties, Immunities and Liabilities of Issuer and Dissemination Agent.** The Dissemination Agent (if other than the Issuer or the Issuer in its capacity as Dissemination Agent) and the Issuer shall have only such duties as are specifically set forth in this Disclosure Agreement. The

Dissemination Agent and Issuer shall be paid compensation by the Participant for its services provided hereunder and all expenses, legal fees and advances made or incurred by the Dissemination Agent hereunder. Neither the Dissemination Agent nor the Issuer shall have any duty or obligation to review any information provided to it by the Participant hereunder or shall be deemed to be acting in a fiduciary capacity for the Participant, the Holders or Beneficial Owners of the Bonds or any other party. The obligations of the Participant under this Section shall survive resignation or removal of the Dissemination Agent or Issuer.

**Section 10. Beneficiaries.** This Disclosure Agreement shall inure solely to the benefit of the Participant, the Issuer, the Participating Underwriters and the Beneficial Owners and Holders of any Bonds and shall create no rights in any other person or entity.

**Section 11. Interpretation.** It being the intention of the Participant and the Issuer that there be full and complete compliance with the Rule, this Disclosure Agreement shall be construed in accordance with the written guidance and no-action letters published from time to time by the MSRB and the Securities and Exchange Commission and its staff with respect to the Rule.

**Section 12. Governing Law.** This Disclosure Agreement shall be governed by the laws of the State of Nebraska.

**Section 13. Counterparts.** This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of Page Left Blank Intentionally]

CITY OF NEBRASKA CITY, NEBRASKA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

OMAHA PUBLIC POWER DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

“Energy Sales and Customer Information”; “Condensed Statement of Operations”;

[Signature Page to City of Nebraska City, Nebraska  
Continuing Disclosure Agreement]

“Selected Balance Sheet Information”

**RESOLUTION NO. 2698-16**

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF NEBRASKA CITY, NEBRASKA, that Randy Dunster, City Clerk-Treasurer of the City of Nebraska City, Nebraska, and Patricia Moore, Deputy Clerk-Treasurer of the City of Nebraska City, be and are hereby authorized to draw checks, drafts, or other orders for the payment of money on behalf of the City of Nebraska City and Nebraska City Utilities, on the accounts of Nebraska City, Nebraska, at American National Bank, Premier Bank, First Nebraska Bank, Commercial State Bank, and Arbor Bank all in Nebraska City, Nebraska, and Farmers & Merchants Bank in Palmyra, Nebraska, Countryside Bank in Syracuse, Nebraska, First Bank of Nebraska in Syracuse, Nebraska and First Nebraska Bank in Unadilla, Nebraska, said banks are hereby authorized to honor the same.

BE IT FURTHER RESOLVED, that Randy Dunster, City Clerk-Treasurer of the City of Nebraska City, Nebraska, and Patricia Moore, Deputy Clerk-Treasurer of the City of Nebraska City, be and are hereby authorized to purchase and redeem Certificates of Deposit on behalf of the City of Nebraska City, at the banks and institutions referred to above; are authorized to make deposits to the accounts of the City of Nebraska City at said banks; and is further authorized to mortgage, pledge, assign, endorse and deliver to said banks any assets of the City of Nebraska City, as security for all obligations of any kind of the City of Nebraska City to said banks, with full power to withdraw, exchange, and substitute other securities for those originally pledged.

BE IT FURTHER RESOLVED, that the powers and authority granted by this Resolution shall continue in full force and effect until notice in writing is given of the cancellation or modification thereof.

Passed and Approved this 21st day of March, 2016

APPROVED

\_\_\_\_\_  
Bryan Bequette, Mayor

ATTEST:

\_\_\_\_\_  
Mark Marcotte, City Clerk - Treasurer

# CITY OF NEBRASKA CITY

1409 Central Avenue  
Nebraska City, NE 68410-2223  
Phone: 402-873-5515  
Fax: 402-873-5685



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## Agenda Information Support Sheet

To: Mayor and Commissioners

Council Meeting: March 16, 2016

Agenda Item: # \_\_\_\_\_

Submitted By: Dan Giittinger

**A. Synopsis of Issue:**

- a. Unite Private Networks is asking to extend their network from the existing facilities on North 11<sup>th</sup> Street to the newly purchased School property (known as the old doctor's clinic) at 1700 14<sup>th</sup> Avenue. This building will be the new administrative offices for the Nebraska City School system.

**B. Options:**

- a. Approve or Deny based on the existing agreement.

**C. Fiscal Note:**

- a. None anticipated.

**D. Recommendation:**

- a. If this request is in conflict with the Spiral franchise, the City should consider a modification or termination of the current agreement.

**b. Recommended Motion:**

- i.

**E. Background:**

- a. Unite Private Networks has a right of way agreement with the City of Nebraska City for the use of City's right of way. Unite has partnered with the Nebraska City School system to provide services. The agreement has been enforce since Nov. 2012.

\*\*\*\*\*  
Department Heads: Submit this form to Dave Partsch and Grayson Path by 5:00 pm of the day the Agenda meeting is held.



Mark Marcotte <mmarcotte@nebraskacity.com>

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**Fwd: FW: UPN request for fiber move**

1 message

---

**Dan Giittinger** <dgiittinger@nebraskacity.com>  
To: Mark Marcotte <mmarcotte@nebraskacity.com>

Mon, Mar 14, 2016 at 1:15 PM

Mark,

Here is the application I talked with you sometime last week. This needs to be on the agenda for the meeting on the 21st.

Thanks  
Dan Giittinger

----- Forwarded message -----

From: **Ronda Plummer** <Ronda.Plummer@upnfiber.com>  
Date: Wed, Mar 2, 2016 at 3:08 PM  
Subject: FW: UPN request for fiber move  
To: Dan Giittinger <dgiittinger@nebraskacity.com>

Hi Dan,

Here's the map and a description of the work that we need to do in order to connect to the new Admin Building for the Nebraska City Public Schools. As you can see, it's not a very big build and it is only to facilitate our ability to continue to provide service to an existing customer.

If you need more information or a more formal written request, please don't hesitate to contact me.

Thanks,

Ronda

**From:** Paul Anderson  
**Sent:** Wednesday, March 2, 2016 2:18 PM  
**To:** Ronda Plummer <Ronda.Plummer@upnfiber.com>  
**Subject:** RE: UPN request for fiber move

From UPN's existing splice case at 14<sup>th</sup> avenue and N 11<sup>th</sup> Street, UPN to bore west across N 11<sup>th</sup> the NCU pole line. UPN would then attach to the NCU pole line going west to the front of 1700 N 14<sup>th</sup> avenue. UPN then would bore north across 14<sup>th</sup> avenue and into the new Nebraska City Admin building. Map is attached.

Thanks

**Paul Anderson**

RVP Construction

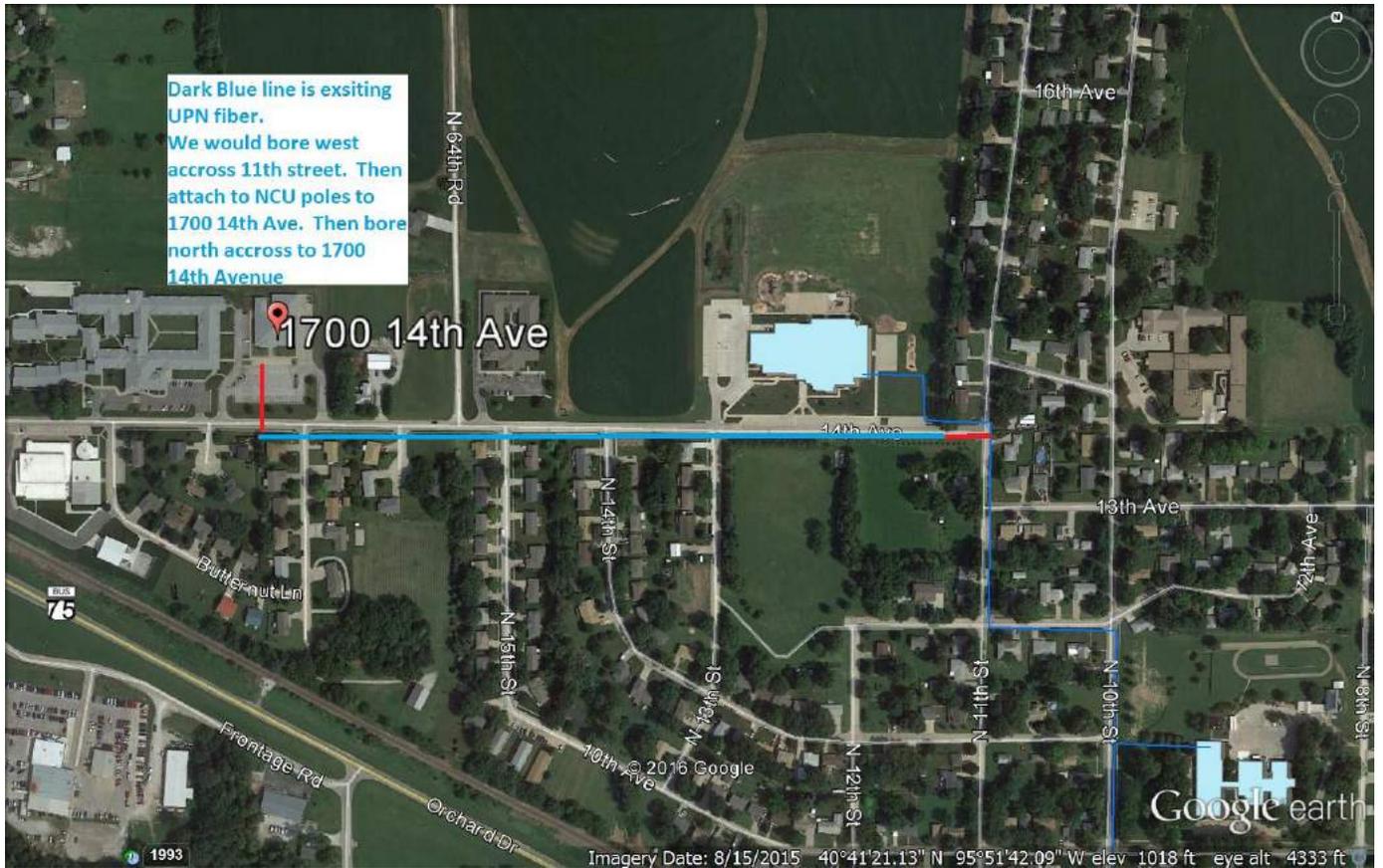
[w] 402.802.9747

[c] 402.309.3443

Paul.anderson@upnfiber.com

www.uniteprivatenetworks.com





## **RIGHT-OF-WAY AGREEMENT**

This agreement is made and entered into by and between the City of Nebraska City, Nebraska, a municipal corporation, hereinafter referred to as City and Unite Private Networks, LLC hereinafter referred to as Unite.

**WITNESSETH:**

WHEREAS, the City owns and operates public right-of-way within the City of Nebraska City, Nebraska, and

WHEREAS, Unite desires to cross and occupy the City's public right-of-way to maintain a fiber optic line in Nebraska City, Nebraska.

WHEREAS, the City is willing to permit Unite, to the extent hereinafter provided, in accordance with the provisions hereof, to cross and occupy the right-of-way of the City for a fiber optic line hereinafter called Line.

NOW, THEREFORE, in consideration of mutual promises and covenants hereinafter contained, the parties hereto, their successors and assigns, do hereby covenant and agree as follows:

### **1. Term.**

The effective date of this contract shall be the date of the execution hereof and shall continue in full and effect until such time as either party deems it appropriate or necessary to terminate the same and gives the other party no less than one hundred and twenty (120) days written notice. This contract shall cover occupying the right-of-way of the City at the locations approved by the City (See Exhibit A) all located within the boundary of Nebraska City, Nebraska.

### **2. Work Plans and as Built Plans.**

Unite shall provide the City with a plan showing the route and an as built showing the actual constructed route of the Line (Exhibit A). Plans shall have a licensed engineer's stamp to ensure that Nebraska's Engineer and Architecture Laws are followed. Unite shall provide current fiber optics network located in Nebraska City to the City Administrator in Street Atlas or Google Maps Format. Unite may proceed with the maintenance upon receipt of the approval from the City Clerk - Treasurer. Unite shall restore all disturbed right-of-ways to their original condition at no expense to the City of Nebraska City.

### **3. Availability of Right-of-Way.**

City shall have the sole right to determine the availability of its right-of-way for joint use with Unite, and any other entities, and shall be under no obligation to grant permission for its use by Unite. If permission is granted, Unite will occupy the right-of-way space allotted by the City under the conditions agreed upon by the parties in accordance with the terms of this agreement. Unite may upon written notice to the City, discontinue use of any or all of the City's right-of-way and shall have any Lines removed within 30 days following the notice. Any conduit can remain in place.

### **4. Non-Interference**

Unite shall maintain said lines in a manner reasonably satisfactory to the City and so as to not to interfere with the present and/or any future use which the City may desire to make of its right-of-way. Said Lines shall be maintained by Unite in accordance with the provisions of all applicable regulations or codes promulgated by state, local, or other governmental authorities having jurisdiction thereof. Unite agrees to take any additional necessary precautions as the circumstances may require and install protective equipment or take other means to protect all persons and property against injury or damage caused by maintaining the lines across City right-of-way.

### **5. Right-of-Way As-Is.**

This Agreement shall apply only to the City's existing right-of-way in its present condition. The City shall have no obligation to upgrade, extend or improve any right-of-way under the terms of this agreement.

### **6. City Replacement or Repairs.**

In the event the City desires to repair, replace or change any utilities of City used in the right-of-way area, or cause repairs to be made thereon, or either party terminates the agreement, Unite shall pay the cost of removing the fiber optic line and re-establishing the same at Unite cost. The City shall not be responsible for any costs in repairing, maintaining, relocating, or alterations of the cable of said Unite, regardless of the cause of incurring the cost unless the cost is incurred from damage due to the negligence or willful misconduct of the City.

### **7. Interference and Emergencies.**

Whenever Unite Line may interfere with the operation of the utilities of the City or other licensees using City's right-of-way, or should the Line constitute a hazard to the service rendered by City or other licensees, and upon notice to Unite of such interference, hazard, or noncompliance, Unite shall alleviate such interference or hazard at Unites' cost. In the case of an emergency, the City reserves the right to remove or relocate the Lines of Unite without notice, and no liability therefore shall be incurred by the City for such action.

**8. Relocation.**

The City reserves the right, without liability, to Unite, to discontinue the use of, remove, replace, or change the use of utilities or City's right-of-way regardless of any occupancy or crossing of City's right-of-way by Unite, and Unite shall, at its sole cost, upon 30 days written notice by the City, make such changes in or removal of its Lines as shall be required by any such action of City as requested.

**9. City Not Responsible For Permits.**

The City shall not be required to secure any right, license or permit from any governmental body, authority, or other person or persons which may be required for the construction or maintenance of said Lines of Unite, and Unite agrees to obtain said right, license, or permit if necessary. Unite agrees to present City with proof of any such permits upon demand by City.

**10. Unforeseen Circumstances.**

If either the City or Unite is unable to perform any of the terms or covenants of the agreement by reason of damage or delay resulting from disaster, labor disturbances, shortage of labor, strikes, lock outs, force majeure or act of God, or from any regulations or restrictions of any governmental agency, or on account of any eventuality beyond the reasonable control of the City or Unite, each party shall be excused from the performance during the period of such prevention.

**11. Insurance.**

For the further protection of the City, but without restricting or waiving any obligation of Unite herein contained, Unite shall and agrees to procure and maintain in reliable insurance companies acceptable to the City, with the following minimum insurance coverage:

<u>Type of Insurance:</u>	<u>Minimum Limits:</u>
1. Public liability bodily injury	\$1,000,000 each person \$1,000,000 each accident
2. Public liability property damage	\$1,000,000 each accident \$2,000,000 aggregate

Unite shall submit to the City certificates and policies, if requested, evidencing that satisfactory coverage of the types set forth above are in effect. The certificates shall contain a provision that no cancellation or material changes in the policies shall become effective except upon thirty (30) days written advance notice thereof by the insurer to the City.

**12. Non Assignment by Unite Private Networks.**

Unite shall not assign, transfer, or sublet any of the rights hereby granted, without prior written consent of the City.

**13. Notices.**

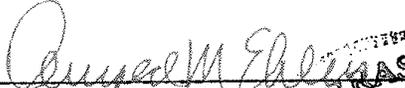
Unless otherwise expressly provided herein, any notices required to be given to the City shall be given by mailing the required notices, certified or registered mail, postage prepaid, to the City, at the office of the City of Nebraska City Clerk, 1409 Central Avenue, Nebraska City, Nebraska 68410-2223. Any notices required to be given to Unite Private Networks, LLC shall be given by certified or registered mail, postage prepaid, to 950 West 92 Highway, Ste 203, Kearney, Missouri 64060. In the event of a change in the address of either party during the term of this agreement, each party shall be required to inform the other party of any new or change of address in writing.

**14. Hold Harmless.**

Unite hereby agrees to indemnify and hold the City harmless from any and all causes of action, liability, or damages, which may arise from this agreement or the maintenance of Unite Lines across the right-of-way of the City as above described.

IN WITNESS WHEREOF, the parties have hereunto set their hands this \_\_\_\_ day of November, 2012.

ATTEST:

  
Arnold M. Ehlers, City Clerk

CITY OF NEBRASKA CITY, Nebraska

  
Jack Hobbie, Mayor

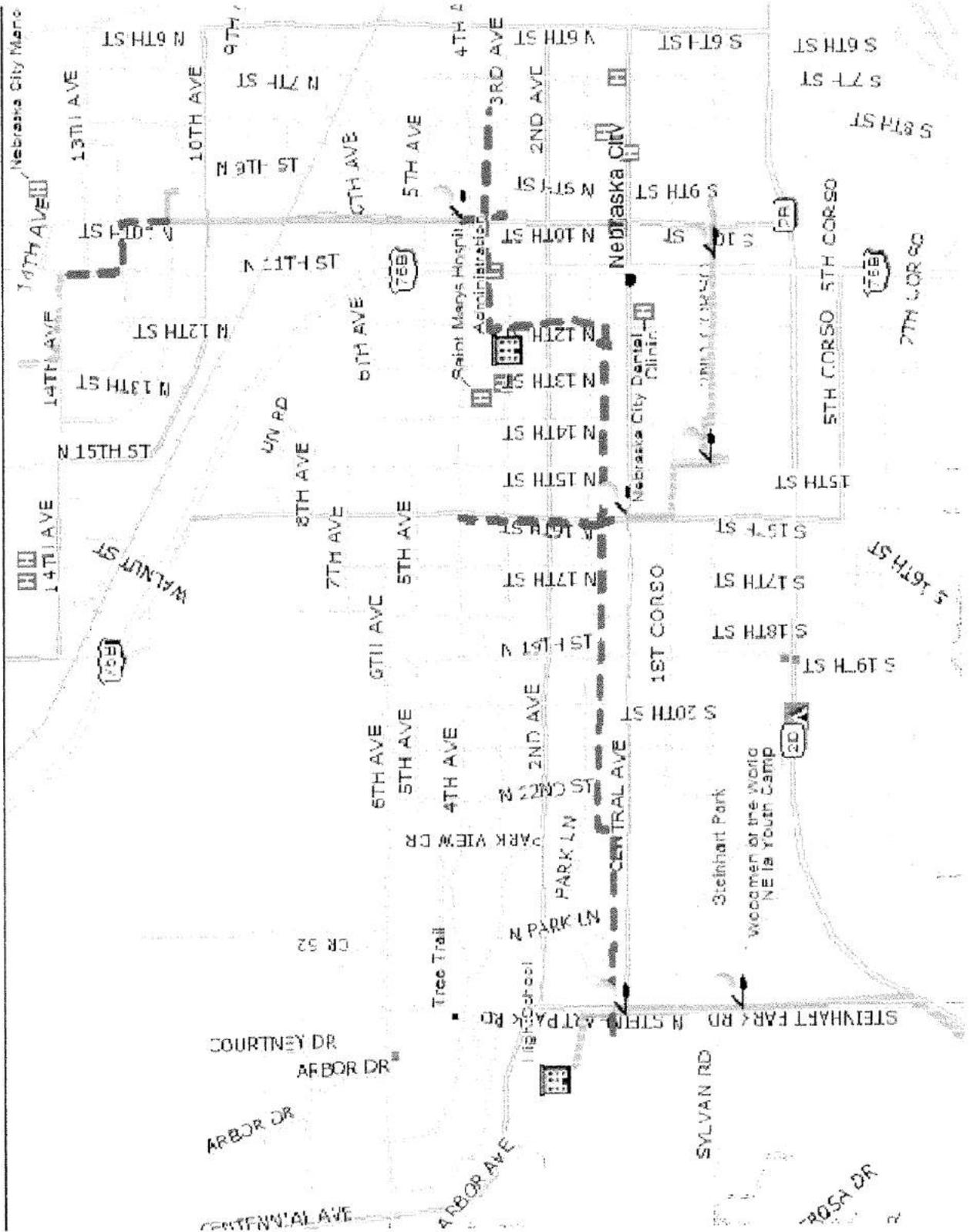


Unite Private Networks, LLC

  
Matthew Van Horn

STATE OF MISSOURI )  
 )SS.  
COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to before me on this \_\_\_\_ day of \_\_\_\_\_, 2012, by \_\_\_\_\_, \_\_\_\_\_, on behalf of said Company



# CITY OF NEBRASKA CITY

1409 Central Avenue  
Nebraska City, NE 68410-2223  
Phone: 402-873-5515  
Fax: 402-873-5685



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## Agenda Information Support Sheet

To: Mayor and Commissioners

Council Meeting: March 7, 2016  
Agenda Item: # \_\_\_\_\_  
Submitted By: Grayson Path, City Administrator  
Dave Partsch, City Attorney  
Dan Gittinger, Public Properties Director

### A. Synopsis of Issue:

- a. Discussion/Action on Supplemental Agreement #2 – Final Design Engineering with Alfred Benesch & Company for the 4<sup>th</sup> Corso Viaduct.
- b. NDOR has created the Supplemental Agreement #2 and has negotiated the Scope of Services in this agreement for final design of the 4<sup>th</sup> Corso Viaduct.

### B. Options:

- a. Approve the Supplemental Agreement #2, work with A. Benesch on Final Design, and continue the project towards construction.
- b. Do not approve the agreement, request additional information, request changes to the language, etc. Please provide staff with specific direction to what needs to be done.

### C. Fiscal Note:

- a. The supplemental agreement is written to amend the original Section 9 of BK1266.
- b. Increased cost by \$267,149.87 (not-to-exceed without prior written approval).
- c. Final Design is 80/20, thus \$53,429.97.
- d. Street Department line item 12-12-5601, Capital Improvement, had \$182,000.00 budgeted for Kearney Hill, Nuckolls Square, and 4<sup>th</sup> Corso Viaduct. \$45,000.00 was budgeted for the 4<sup>th</sup> Corso Viaduct design. But, current projections are pushing the Kearney Hill project more in to FY16/17. Therefore at this time it appears that there will be room available in line item 12-12-5601.

### D. Recommendation:

- a. Approve Supplement Agreement #2.
- b. Council will need to decide as soon as possible which option of design it will pursue (recommended no later than March 21<sup>st</sup> council meeting).
- c. Note: Approving this agreement will limit the Council to design options that involve building a viaduct (there were two options – current proposed design and shorter design but delay due to environmental).

**E. Background:**

- a. A. Benesch has been the designer of the project since the beginning.
- b. Preliminary Engineering, Environmental and Final Design are 80/20 FHWA. This total is currently estimated at \$721,053.00. NDOR will be providing \$4 million for construction. The remaining costs (in a recent document produced by NDOR - \$3,238,005.00) will be City funds. This assumes a total project cost of \$7,959,058.00 (current NDOR estimates – updated February 2016).
- c. NDOR negotiated the scope of services on behalf of the City. To the best of the City Staff ability, the scope of services appears complete and sufficient.
- d. Final Design is the next phase. ROW will occur once Final Design is 90% complete (next FY).
- e. Final Design is to be completed by June 30, 2017.
- f. City Staff and NDOR are currently preparing an updated Master Agreement for the project that will update the original BM1119 (old template) and will include the \$4 million. NDOR is currently having internal discussions on how the funding will arrive. This agreement is expected to be before the Council in the March 21<sup>st</sup> council meeting.
- g. It is important to note to the Governing Body that the City Attorney and City Administrator had several conversations with NDOR and A. Benesch regarding the original consultant agreement BK1266 and this supplemental agreement. In a nutshell, an error occurred in BK1266 (April 2012) that listed Final Design as being part of the original pricing in the agreement document and in one part of the scope of services. But later in the scope of services, Final Design was removed in the section where the actual pricing for the project was given by A. Benesch (no costs were assigned to do final design). Emails were found where A. Benesch and NDOR acknowledged the mistake following signing and the original scope was voided and a corrected scope was inserted with Final Design completely removed. The agreement itself did not change and both parties agreed that it was negotiated with the intent that Final Design was not a part of BK1266. No evidence though is given that the City approved this change. After working with both parties, it is our opinion that the intent of the document BK1266 excluded Final Design, thus the pricing in that agreement did not include Final Design. The full price of BK1266 has been paid by FHWA and City (approved through NDOR). At this time, it is recommended that the Council move forward with Supplemental Agreement #2 and consider Final Design to have not been a part of BK1266.

## Memorandum

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**TO:** Grayson Path  
**FROM:** Pat Kastl  
**SUBJECT:** 4<sup>th</sup> Corso Viaduct Alternative  
**DATE:** March 12, 2016

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This memorandum is to summarize the status of the 4<sup>th</sup> Corso Viaduct project and identify likely and potential benefits, costs, and risks to consider if the City opts to pursue an alternative design to shorten the viaduct by eliminating the connectivity of 3<sup>rd</sup> Street under the viaduct. The following information includes:

- A narrative overview of the current project status and efforts approved by NDOR and FHWA;
- A narrative overview of the likely benefits, costs, risks, and activities to consider should the design concept change to the proposed alternative design;
- A narrative overview of potential benefits, costs, risks, and activities to consider should the design concept change to the proposed alternative design; and
- A comparison of monetary costs and projected schedules for the current project proceeding with the approved design, anticipated best-case scenario associated with the alternative design, and anticipated worst-case scenario associated with the alternative design.

### Current Design Overview

The approved design concept involves the 4<sup>th</sup> Corso Viaduct spanning from west of 1<sup>st</sup> Street to the west side of 3<sup>rd</sup> Street. Currently, the preliminary engineering and associated environmental clearance tasks are complete and approved by NDOR and FHWA. The supplemental agreement to proceed with final design and complete all activities needed to advertise and bid the project have been negotiated and are awaiting final signatures from the City and NDOR before issuing Benesch a Notice to Proceed. The Categorical Exclusion (CE) Environmental Document was signed in the Fall of 2015 and has a 3-year timeline for construction to begin before this document will need to be re-examined and re-approved by NDOR and FHWA after addressing any required changes.

Activities remaining include:

- Completing the project design,
- Acquiring Right of Way and easements,
- Obtaining permits from Union Pacific Railroad (UPRR), and
- Review and approval of all construction documents by NDOR, and advertising and bidding the project.

## **Alternative Design**

### **Overview of Likely Benefits, Costs, Risks, and Activities**

The alternative design concept being discussed involves shortening the 4<sup>th</sup> Corso Viaduct on the west end by moving the west bridge abutment to the east side of 3<sup>rd</sup> Street. This design change will require eliminating the north-south connectivity of 3<sup>rd</sup> Street between 1<sup>st</sup> Corso and 5<sup>th</sup> Corso.

The benefit of this alternative is a shorter bridge would lower construction costs because bridge construction is more costly compared to constructing embankment and retaining walls to support the concrete pavement.

This alternative would likely include monetary and time costs. These costs would be associated with addressing additional preliminary engineering and environmental documentation requirements. It is also expected construction cost inflation will occur because of the extended project timeline.

The likely risks associated with modifying the design concept relate to acceptance by NDOR and FHWA because of the federal funds associated with the project. FHWA and NDOR may not view eliminating connectivity for 3<sup>rd</sup> Street favorably and they may require completely re-starting the Categorical Exclusion environmental process as opposed to just updating the current document. There is also no guarantee the environmental document will be approved, ultimately rejecting the alternative design.

If the alternative design is advanced, the remaining activities include:

- Requesting to modify the design concept and receiving concurrence from NDOR and FHWA,
- Identifying additional preliminary engineering and environmental documentation requirements and adding them to the scope of services,
- Performing additional preliminary engineering and environmental documentation tasks to bring the project to the current status with the alternate design,
- Performing additional public meetings necessary to gain acceptance of the environmental document and inform the public officially of the design concept modification,
- Identifying any additional design elements to be incorporated as a result of the environmental documentation process,
- Completing the project design,
- Acquiring Right of Way and easements,
- Obtaining permits from Union Pacific Railroad (UPRR), and
- Review and approval of all construction documents by NDOR, and advertising and bidding the project.

### **Overview of Potential Costs, Risks, and Activities**

With the alternative design there is the potential for significant changes to the project requirements related to environmental documentation. Specifically, FHWA and NDOR could require an Environmental Assessment (EA) be prepared to document the environmental impacts of the project and verify the project has a Finding of No Significant Impact (FONSI). If required, an EA document would



dramatically increase the tasks and time required to bring the project back to its current state and would increase the monetary costs of the project. It should also be noted, the EA process requires evaluation of the design against other alternatives as well as more formal public involvement. This increases the chances the alternative design may not be approved and the City would revert back to the current design concept.

Another potential risk with the alternative design is significant utility impacts to the existing utility infrastructure located along 3<sup>rd</sup> Street. It is possible, the existing facilities will need to be re-routed to avoid conflict with the proposed construction or special design measures enacted to mitigate the influence those facilities might have on any improvements constructed atop them.

If the alternative design is advanced and an Environmental Assessment is required, the remaining activities include:

- Requesting to modify the design concept and receiving concurrence from NDOR and FHWA,
- Re-submittal of project programming paperwork to receive the preliminary determination of the environmental documentation required,
- Identifying additional preliminary engineering and environmental documentation requirements and adding them to the scope of services,
- Performing additional preliminary engineering and environmental documentation tasks to bring the project to the current status with the alternate design,
- Performing additional public meetings and public hearings necessary to gain acceptance of the environmental document and inform the public officially of the design concept modification,
- Identifying any additional design elements to be incorporated to satisfy the Finding of No Significant Impact,
- Completing the project design,
- Acquiring Right of Way and easements,
- Obtaining permits from Union Pacific Railroad (UPRR), and
- Review and approval of all construction documents by NDOR, and advertising and bidding the project.

ATTACHMENTS:   Opinion of Probable Costs Comparison  
                          Anticipated Project Schedule Comparison

4th Corso Viaduct  
 Project No. URB-6217(4)  
 Control No. 13159

**OPINION OF PROBABLE COSTS**

Updated 3/10/2016

	<b>CURRENT DESIGN COST</b>	<b>ALT DESIGN (CatEx ENV DOC) COST</b>	<b>ALT DESIGN (EA ENV DOC) COST</b>
<b>CONSTRUCTION COSTS</b>			
Mobilization	\$305,000	\$305,000	\$305,000
Removals	\$618,656	\$618,656	\$618,656
Earthwork	\$476,810	\$577,910	\$577,910
MSE Walls	\$233,110	\$373,750	\$373,750
Concrete Pavement	\$479,950	\$499,960	\$499,960
Storm Sewer	\$221,578	\$221,578	\$221,578
Bridge	\$4,006,200	\$3,646,200	\$3,646,200
Other Construction Elements	\$60,105	\$60,105	\$60,105
Contingency (10%)	\$683,000	\$679,000	\$679,000
Allowance for Construction Cost Inflation		\$559,000	\$1,118,000
<b>SUBTOTAL CONSTRUCTION COSTS</b>	<b>\$7,084,409</b>	<b>\$7,541,159</b>	<b>\$8,100,159</b>
<b>OTHER COSTS</b>			
Utility Relocations	\$321,000	\$379,200	\$379,200
Right of Way	\$100,000	\$100,000	\$100,000
<b>SUBTOTAL OTHER COSTS</b>	<b>\$421,000</b>	<b>\$479,200</b>	<b>\$479,200</b>
<b>PRELIM ENGINEERING COSTS</b>			
Early Prelim Environmental Work (LPA)	\$15,000	\$15,000	\$15,000
Prelim Engg & Env Tasks (20% LPA)	\$90,781	\$90,781	\$90,781
Prelim Engg & Env Tasks (80% Fed)	\$363,124	\$363,124	\$363,124
Revise Prelim Engg & Env Tasks (Share TBD)	\$0	\$50,000	\$200,000
Final Design (20% LPA Portion)	\$53,430	\$53,430	\$58,907
Final Design (80% LPA Portion)	\$213,720	\$213,720	\$235,626
<b>SUBTOTAL PRELIM ENGINEERING COST</b>	<b>\$736,055</b>	<b>\$786,055</b>	<b>\$963,438</b>
<b>Construction Engg &amp; Inspection</b>	<b>\$901,000</b>	<b>\$946,050</b>	<b>\$993,353</b>
<b>TOTAL PROJECT COST</b>	<b>\$8,241,463</b>	<b>\$8,806,413</b>	<b>\$9,063,596</b>
Difference from Current Design		\$564,950	\$822,133

Scenario	2015			2016					2017					2018					2019					2020					2021																		
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Current Design	Negotiated Final Design Contract			PS&E Plans & ROW					Public Review/Prepare Bid Package					Bid & Award Const Contract					Construction																												

Scenario	2015			2016					2017					2018					2019					2020					2021																		
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Alternative Design with Supplemented CatEx (Best Case)				Contract Add'l PE work		Add'l Env Work & Revise Prelim Plans			Public Mtg & Comment Period		NDOR/PHWA Review & Approve Subp. CE					PS&E Plans & ROW					PS&E Review & Prepare Bid Package					Bid & Award Const Contract					Construction																

Scenario	2015			2016					2017					2018					2019					2020					2021																		
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Alternative Design with Environmental Assessment (Worst Case)				Contract Add'l PE work		Draft Prelim EA Document & Revise Prelim Plans			Public Mtg & Comment Period		Prepare Draft EA		NDOR/PHWA Review and Approve Subp. CE			Public Hearing/Comment Period		Finalize EA & Receive FONSI			Re-Reg Final Eings			PS&E Plans & ROW					PS&E Review/Prepare Bid Package					Bid & Award Const Contract					Construction								

- Consultant Contracting Task
- NEPA/Environmental Compliance Task
- Engineering Design Task
- NDOR/PHWA Review Task
- Construction Bidding/Contract Award Task
- Project Construction Task

# CITY OF NEBRASKA CITY

1409 Central Avenue  
Nebraska City, NE 68410-2223  
Phone: 402-873-5515  
Fax: 402-873-5685



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## Agenda Information Support Sheet

To: Mayor and Commissioners

Council Meeting: March 21, 2016  
Agenda Item: # \_\_\_\_\_  
Submitted By: Grayson Path, City Administrator  
Judi Meyer, SENDD

### A. Synopsis of Issue:

- a. The City of Nebraska City, working with SENDD, is considering applying for CDBG funding through the Affordable Housing Trust Fund.
- b. The grant would be for \$250,000.00 for owner-occupied rehabilitation assistance, homebuyer assistance, demolition, etc.
- c. Funding is available for individuals at or below 100% of the median income level.
- d. Tonight we are asking that the council approve the mayor signing the pre-application. If the pre-application is approved by NDED, the City will submit agreement documents to go with our plan at a future deadline.
- e. The draft documents are attached with this pre-application by request of Judi Meyer. This will give the Council an idea of what this program will be for. The City Attorney and City Administrator recommend that the Council allow them some time to review, edit, and present these again to the council in an April council meeting.

### B. Options:

- a. Approve the Mayor to sign pre-application form and for Judi Meyer to submit on behalf of the City.
- b. Do not proceed with the program.

### C. Fiscal Note:

- a. There is no known financial cost to the City other than some employee time in preparing documents, working with SENDD, and working with the subsequent committee that oversees and makes recommendations.
- b. SENDD's costs will be built in to the funding received from the Affordable Housing Trust Fund. The City has no cost or match.
- c. SENDD's agreement and cost will be worked out in a future council meeting.

### D. Recommendation:

- a. Approve the Mayor to sign the pre-application form for the Nebraska Affordable Housing Program.

**E. Background:**

- a. The City currently has a CDBG-funded housing rehabilitation (Owner Occupied Rehabilitation – OOR) program. The Housing Committee reviews and makes recommendations to the Council. This program is similar except it opens up the funding for other items such as down payment assistance, rehabilitation and demolition.
- b. The CDBG funding covers all the costs for the program (outside of some minimal staff time).
- c. In a future agreement (if approved), SENDD will serve as the Administrator of this program to make sure the City stays within and follows all the CDBG requirements and procedures.
- d. The City has a long and healthy history of providing to its citizens programs from the CDBG. These programs help LMI families with housing costs. It is strongly recommended that the City continue pursuing these free funding sources for its citizens.
- e. The agreement documents that will go with the formal application are attached. Judi Meyer is here tonight to answer questions. Recommended that the council not approve these documents as the City Administrator and City Attorney have several changes to be made and brought back for review. They are not needed for the pre-application (according to Ms. Meyer).
- f. Not all communities have access to CDBG or related funding such as this. The City must have specific LMI levels to qualify. Once again, as the City qualifies it is strongly recommended that the City take full advantage of these programs.

\*\*\*\*\*

**Department Heads:            Submit this form to Dave Partsch and Grayson Path by 5:00 pm of the day the Agenda meeting is held.**

**PROFESSIONAL SERVICES CONTRACT BETWEEN  
CITY OF NEBRASKA CITY and  
THE SOUTHEAST NEBRASKA DEVELOPMENT DISTRICT (SEND)D  
For Housing Grant Program Income**

**This Contract** is entered into and between City of Nebraska City and Southeast Nebraska Development District (hereinafter referred to as **SEND)D**). For the consideration stated herein, the **City of Nebraska City** and **SEND)D** do mutually agree as follows:

**Article 1.0    Scope of Services**

SEND)D shall, in a satisfactory and proper manner, perform Housing Program management services for utilization of Program Income Funds to include General Administration, Per Unit Management (including Lead-Based Paint Screening/Clearance) as required for each household applying for assistance to rehabilitate a home. Program Income funds will be used to continue the Program within the specifications of the most current Nebraska City Housing Program Guidelines. Services to include:

- 1.1    Create and maintain all files including but not necessarily limited to: application information and applicant verifications, lien documents and closing documents.
- 1.2    Assist in promoting awareness of the opportunities of the housing rehabilitation activities in Nebraska City.
- 1.3    Act as a “point of contact” to field questions and meet with potential applicants as they go through the pre-screening/application processes.
- 1.4    Provide information regarding required “Homeownership Education” to applicants.
- 1.5    Verify eligibility of applicants – including gross annual household income, U.S. citizenship, etc.
- 1.6    Verify eligibility of property to include: complete Tier II Environmental Review and conduct a Housing Quality Standards (HQS) inspection to determine rehab work needed and feasibility and estimate the amount of rehab funds needed.
- 1.7    Assist in the preparation of “bidding documents” to allow for development of rehabilitation construction contracts for any work needed on the proposed home to meet “minimum standards for rehabilitation.
- 1.8    Provide for the appropriate “Lead Paint Hazard Screen” and/or “Lead Paint Hazard Clearance” for completed projects.
- 1.9    Provide sufficient applicant information to the Nebraska City Board, or appointed Advisory Committee, to allow for approval/disapproval of subsidy.

**Article 2.0    Time of Performance**

The services of SEND)D shall commence on \_\_\_\_\_, **2016** and shall end upon agreement between NEBRASKA CITY and SEND)D.

**Article 3.0 Conditions of Payments**

**3.1 Compensation Procedures**

For purposes of this Contract, the cost for performing the services outlined in Article 1.0 of this Contract shall be as follows:

**Costs shall be based on actual staff time expended (to include related fringe, overhead, and indirect costs) plus direct costs, not to exceed \$3,500 per client for housing management including lead based paint costs and not to exceed 10% of the total amount of project costs for general administration. These shall be exhibited by invoices and documented through staff time sheets and other receipts/invoices (such as travel costs, lead paint testing costs, cost allocations, etc.)**

NEBRASKA CITY agrees to pay SENDD for costs incurred within a reasonable period of time following presentation of a billing statement.

**3.2 Accountability**

SENDD shall document the expenditure of such funds in accomplishing the services outlined in Article 1.0 in accordance with the purposes and conditions of this contract.

**Article 4.0 Changes**

NEBRASKA CITY or SENDD may, from time to time, request changes in the Scope of Services of SENDD to be performed hereunder. Such changes, including any increase or decrease in the amount of SENDD's compensation which are mutually agreed upon by and between NEBRASKA CITY and SENDD, shall be incorporated into this document as written amendments and attached to this Contract.

**Article 5.0 Personnel**

5.1 SENDD represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract.

5.2 All of the services required hereunder will be performed by SENDD and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

**Article 6.0 Assignability**

SENDD shall not assign any interest in this Contract, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of NEBRASKA CITY.

**Article 7.0 Amendments**

This Contract may be amended by the mutual agreement of the parties hereto and in writing to be attached to and incorporated into this Contract.

**Article 8.0 Reports and Information**

SEND D, at such times and in such forms as NEBRASKA CITY may require, shall furnish NEBRASKA CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract and any other matters covered by this Contract.

**Article 9.0 Findings Confidential**

All of the reports, information, data, etc., prepared or assembled by SEND D under this Contract are confidential and SEND D agrees that they shall not be made available to any individual or organization without the prior approval of NEBRASKA CITY, except as may be otherwise required in any audit and monitoring activity.

**Article 10.0 Copyright**

No plans, reports or other documents produced in whole or in part under this Contract shall be the subject of application for copyright by or on behalf of SEND D.

**Article 11.0 Compliance with Local Laws**

SEND D shall comply with all applicable laws, ordinances and codes of the State and local government.

**Article 12.0 Interest of SEND D and Employees**

SEND D covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the study area of any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. SEND D further covenants that in the performance of this Contract no person having any such interest shall be employed.

**Article 13.0 Other Conflict of Interest**

No officer, employee or agent of NEBRASKA CITY who will participate in the selection, the award, or the administration of the grant may obtain a personal or financial interest or benefit from the activity or have an interest with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties during their tenure or for one (1) year thereafter.

**Article 14.0 Termination of Contract for Cause**

If, through any cause, SEND D shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if SEND D shall violate any of the covenants, agreements, or stipulations of this Contract, NEBRASKA CITY shall thereupon have the right to terminate said Contract by giving written notice to SEND D of such termination and specifying the effective date thereof at least five (5) business days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by SEND D under this Contract shall, at the option of NEBRASKA CITY, become its property and SEND D shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

**Article 15.0 Termination for Other Grounds**

This contract may also be terminated in whole or in part:

1. By NEBRASKA CITY, with the consent of SENDD, or by SENDD with the consent of NEBRASKA CITY, in which case the two parties shall devise by mutual agreement the conditions of termination including effective date and in case of termination in part, that portion to be terminated.
2. In the event NEBRASKA CITY fails to pay SENDD promptly, or within sixty (60) days after invoices are rendered, NEBRASKA CITY agrees that SENDD shall have the right to consider said default a breach of this agreement and the duties of SENDD under this agreement terminated. In such an event, NEBRASKA CITY shall then promptly pay SENDD for all services performed and all allowable expenses incurred.

**Article 16.0 Records and Audits**

SEND D shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by NEBRASKA CITY to assure proper accounting for all project funds, both Federal and non-Federal shares. NEBRASKA CITY and other authorized representatives of the State and Federal governments shall have access to any books, documents, papers, and records of SEND D which are directly pertinent to the Contract for the purposes of making audit, examination, excerpts, and transcriptions. All records will be retained for ten (10) years after the expiration of this Contract unless permission to destroy them is granted by NEBRASKA CITY or the State.

**IN WITNESS WHEREOF**, the parties have executed this Contract, as of the date first above written in Article 2.0.

**SOUTHEAST NEBRASKA  
DEVELOPMENT DISTRICT**

**CITY OF NEBRASKA CITY**

By: \_\_\_\_\_  
Dave Taladay  
Executive Director

By: \_\_\_\_\_  
Bryan Bequette  
Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## **CITY OF NEBRASKA CITY DEMOLITION GUIDELINES** **Adopted**

### **PURPOSE**

It is the primary goal of the ***Nebraska Affordable Housing Program (NAHP) Open Cycle Owner Occupied Housing Rehab Program with Demolition as a Support Activity*** to assist the City of Nebraska City to demolish blighted and substandard structures in conjunction with a larger City Wide Owner Occupied Housing Rehab Program. The program will prevent the spread of blight and its influence, and improve the availability of future redevelopment, which will increase the attractiveness of the existing neighborhoods, and increase local employment opportunities. This program will be conducted by the City of Nebraska City, with the Nebraska City Housing Advisory Board providing oversight and input. The City will be responsible for implementing the following guidelines.

### **DEFINITION OF BLIGHTED STRUCTURE**

The term blighted structures will follow the Nebraska Department of Economic Development (DED) Community Development Block Grant (CDBG) definition. “This definition includes, but is not limited to, any structure, dwelling, garage, outbuilding, warehouse, commercial building, or any other part of a structure, which: because of effects of fire, wind, flood, or any other natural disaster; or, because of a physical deterioration; or, because of demolition; or, partial demolition, not carried out to completion within a reasonable period of time is deemed not to be inhabitable as a dwelling, or, in the case of a non-dwelling structure, is no longer useful for the purpose for which the non-dwelling structure was intended, and which has been designated by the City of Nebraska City, as detrimental to the public health or safety in its present condition and use.” The City of Nebraska City’s CDBG Certified Administrator and/or SENDD Housing Inspector will certify that structures being demolished meet the requirements of being determined blighted.

### **1.0 APPLICANT ELIGIBILITY**

#### **1.1 General (Conflict of Interest)**

No member of the governing body, official, employee, agent, or their immediate family, or anyone who exercises policy, decision-making functions or responsibilities in connection with the planning or implementation of the grant/program shall directly or indirectly benefit from this program, unless the Nebraska Department of Economic Development (NDED) has officially granted written exception of this rule to that member. Any other employee, officer, or any appointed board member of the City of Nebraska City, shall be eligible, but will be treated no differently in the determination of funding.

## **2.0 PROPERTY ELIGIBILITY**

### **2.1 Location**

The structures to be demolished will be located within the corporate city limits of Nebraska City, Nebraska. Only this area will be eligible for these NAHP Demolition funds as defined in the original grant Application.

## **2.2 Property Characteristics**

NAHP demolition and clearance funding will be for vacant and blighted (see definition of blighted in *Definition of a Blighted Structure*), residential property (including outbuildings or other appurtenances). Vacant will be described as being unoccupied for a period of no less than 90 days.

## **2.3 Condition**

Prior to demolition, the unit will need to be determined vacant and blighted by the City's CDBG Certified Administrator in conjunction with inspections by a SENDD housing inspector. Following this determination, the housing inspector will score the properties according to the **CITY OF NEBRASKA CITY STRUCTURAL CONDITION SURVEY AND SCORING FORM** criteria which are attached to this document.

## **2.4 Environmental Review**

Any and all agencies requiring compliance with historic designations, floodplains, archeological significance, and hazardous material, will be consulted prior to any demolition.

## **2.5 Permission**

The City of Nebraska City must receive written permission to proceed with the demolition from all lien holders and property owners.

## **3.0 TYPE OF FINANCIAL ASSISTANCE**

### **3.1 Applications**

The City of Nebraska City will solicit requests for Pre-Applications and for Applications for the demolition of structures, and clearance activities associated with these demolitions, through an advertisement/public notice. A second advertising/public notice period may be necessary if a sufficient number of Pre-Applications are not received via the initial round. During these periods, individuals will be required to fill out a funding proposal form to help in determining which properties will be eligible for funding. Once the properties have been inspected and scored by the housing inspector, Nebraska City Housing Advisory Board will rank the prospective properties and HOUSING ADVISORY BOARD will then recommend those properties to the Nebraska City City Council for approval. Following Nebraska City City Council action, HOUSING ADVISORY BOARD via the City Clerk's office will then notify, in writing, the appropriate demolition project contact person(s) of their selection or non-selection status. Appropriate structure photographs and other project information will be submitted to the Nebraska State Historic Preservation Office for approval, prior to any notification of award, or any demolition activities.

### **3.2 Amount of Financial Assistance**

NAHP demolition and clearance funds will provide for a maximum of \$20,000 toward the cost of each eligible project application chosen by the Nebraska City City Council. In the case of a project exceeding the maximum cost of \$20,000 as provided by this program, the property owner will be required to incur 100% of the expenses that exceed \$20,000. If the property owner does

not want to incur expenses in excess of \$20,000 the property owner can opt out of the program before any demolition and clearance costs are incurred.

**3.3 Owner Match = 10%:** The willing participant/property owner will be required to submit 10% of the total demolition project cost (said costs to include the cost of asbestos abatement contractor, and the cost of the demolition contractor). **For example:** if after seeking quotes it is determined that the asbestos abatement contractor will cost \$1,000 and the demolition contractor will cost \$9,000 for a grand total of \$10,000 “project costs” ... The NAHP Grant will provide 90% = \$9,000 and the property owner will provide 10% = \$1,000. The property owner’s 10% participation will be required to be paid to the City of Nebraska City prior to the start of abatement or demolition. The City will hold said funds until the project work is complete and the City of Nebraska City will be responsible to pay the contractor(s) 100% of what is due them via the funds provided per the above formula. Any costs exceeding \$20,000 will be paid in full by the property owner.

### **3.4 Demolition Funds**

The funds expended for abatement & demolition will be distributed by the City of Nebraska City. All funds paid by the City of Nebraska City will be paid directly to the appropriate contractor(s).

### **4.0 DEMOLITION PROCESS**

Based on the score/ranking of a particular project, the following steps will be taken:

1. Inspection of property
2. Conduct Environmental Review
3. Conduct Title Search & Obtain proper permits.
4. Obtain and submit structure photographs, and any other appropriate information, for review and approval by the appropriate agencies prior to demolition
5. City to Prepare Bid packets and Advertise for bids from asbestos testing contractors, asbestos abatement contractors and demolition contractors.
6. Contractor(s) selected via bid award process
7. City Council acts on contract recommendations of HOUSING ADVISORY BOARD and then asbestos testing, & if needed: asbestos abatement, and demolition & site clearance proceeds
8. Property is inspected, post demolition
9. Payment is approved via the regular City Council claims review & payment process.

### **5.0 GRIEVANCE PROCEDURE**

In the event that an individual property owner feels that he/she has been unfairly treated or discriminated against at any time during this process of selection, or during any other process of the NAHP funding program, he/she may appeal the decision to the City Council for their consideration. A written appeal must be received by the City of Nebraska City within 15 calendar days of the decision. The City of Nebraska City will then act on the appeal to support or overturn the appeal within 30 calendar days of the receipt of the appeal. The City of Nebraska City will have the final authority in the consideration of any appeal.

**6.0 AMENDMENTS TO PROGRAM GUIDELINES**

The above Guidelines for the Housing Rehabilitation Program can be amended only after review by the Housing Advisory Committee and formal action by the City Council, with approval by DED. All proposed amendments to the Guidelines must be reviewed and approved by NDED.

**7.0 OFFICIAL CONTACT INFORMATION: POINT OF CONTACT & PROPOSED ADMINISTRATION**

**7.1 Contact Information**

Contact information regarding any and all inquiries to this program should be directed to the City of Nebraska City office at 1409 Central Ave. Nebraska City, NE 68410. Point of Contact is: City Clerk’s Office: Office Phone 402-873-5515.

Point of Contact: Nebraska City City Hall – City Clerk’s office, shall be the point of contact/ the place to access this program. Any grievances, suggestions, or requests for information should be directed to this office. This in no way shall be construed to limit other interested parties from distributing information about the program or receiving suggestions for amendments to the program. All grievances shall be directed to City of Nebraska City City Council in writing.

**7.2 Review Committee**

Pre-Application Review Committee: The Nebraska City Housing Advisory Board shall serve as the Advisory Committee for this Demolition Program.

**7.3 Project Inspector**

Project Inspector(s): The City may elect to contract with SENDD for said inspections &/or the City may elect to contract with and hire a different City Inspector to serve as the inspector. SENDD shall be available as an option for inspection (under a special services contract outside of the general administration of this program) should the City not be able to or elect to not provide said inspection services.

**7.4 Program Management**

Program Managers: Upon notice of grant award, the City of Nebraska City and SENDD will look to sign a contract for General Administrative Services.

**Guideline Approval**

These NAHP Demolition Program Guidelines are hereby approved by action of the City of Nebraska City on this \_\_\_\_\_

day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Bryan Bequette, Mayor

Date\_\_\_\_\_

Attest: \_\_\_\_\_  
Mark Marcotte, City Clerk

Date \_\_\_\_\_

# CITY OF NEBRASKA CITY STRUCTURAL CONDITION SURVEY

App # \_\_\_\_\_ Address: \_\_\_\_\_ Approx. date last occupied: \_\_\_\_\_

Residential Construction Style: \_\_\_\_\_ Structure Type: \_\_\_\_\_

**NOTE: Frontage Improvements and Outstanding Assessments are not scoring criteria items.**

Frontage Improvements (Existing: Paving, Curbs, Sidewalks),

Outstanding

Assessments: \_\_\_\_\_

**STRUCTURE CONDITION: Circle One in each section and then tally total score.** (Note these are a quick/subjective evaluation. Detailed exploration or testing is not a requirement to arrive at a score.)

1. FOUNDATION: 0 – In good condition 10 – Repairs needed 15 – Needs a partial foundation 25 – Needs a total replacement foundation

2. WINDOWS: 0 – No repair needed  
1 – Broken windows and pains  
5 – In need of repair  
10 – In need of replacement

3. ROOFING: 0 – Does not need repair  
5 – Shingles missing  
10 – Needs to be reroofed  
25 – Needs roof structure replacement/new roof

4. Floor 0 – No repair  
5 – Needs minor repair to floor  
10 – Floor is unsafe to walk on

5. ELECTRICAL: 0 – No repair needed  
5 – Minor repair  
10 – Replace main panel and service entrance  
15 – Major repair/total replacement

6. SIDING/PAINT: 0 – No repair  
5 – Needs minor repair to siding/paint  
10 – Needs resided/painted

7. ENVIROMENTAL: 0 – No visible signs of hazards  
5 – Minor potential hazards  
10 – Very Likely hazards exist

8. Misc/Other/Special Conditions: 0 – No visible signs of other special conditions present.  
5 – Minor other/misc/ special condition:

10 – Substantial other/misc/ special condition present:

## EXTRA

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Grand TOTAL SCORE:** \_\_\_\_\_

**Date Pre-Application Received By the**

**City of Nebraska City :** \_\_\_\_\_

**Tie Breaker: In case of a tie, the City of Nebraska City will select the Pre-Application with the earliest date stamp.**

Also note that there are limited funds available and a limited timeline. The City of Nebraska City (as done with the OORehab Program) will be operating on a: First Come/ First Processed/ First Awarded basis. Thus potential applicants are

encouraged to complete and submit their Pre-Application material as soon as practical and to be prepared to follow through and complete information requirements that are needed to allow the Pre-Application to be processed and scored.

**Additional**

**Comments:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Inspector/Surveyor(s):** \_\_\_\_\_ **Date** \_\_\_\_\_  
\_\_\_\_\_

## CHAPTER 2: PRE-APPLICATION PROCESS

### Forms and Instructions

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Generally, there are more applicants requesting funds than there are funds available. Applicants must carefully read and review the 2016 Housing and Community Development Annual Action Plan, 2016 NAHTF Qualified Allocation Plan, and the NAHP 2016 Application Guidelines Chapters to develop a competitive application.

**As part of the application process, each applicant will be required to submit a Pre-Application (Annual and CDBG Cycle) or a Letter of Intent (CHDO Cycle only).** The Pre-Application provides the Department with information about potential award recipients prior to submitting the final full application.

**Please refer to Chapter 1 for the appropriate Cycle Timeline and corresponding due dates.** Both the Annual Cycle and the CDBG Owner Occupied Rehab (OOR) Cycle have specific due dates for the Pre-Application. The CHDO Cycle also has its own specific due date for the Letter of Intent. Upload scanned copy of the original signed hard copy Pre-Application by the specified due date to:

<https://neded.sharefile.com/r-r8670cbdbad74aa8b>

- **The Pre-Application for the Annual Cycle and the CDBG Owner Occupied Rehab (OOR) Cycle consists of Pre-Application Part I.**
- **The Pre-Application for the CHDO Cycle consists of a Letter of Intent (see Chapter 9 for Letter of Intent instructions).**

For assistance with your Pre-Application or Letter of Intent contact your designated Regional Housing Representative.

Region	Housing Representative	Phone Number	Email Address
Northeast	Rachel Meredith	402-471-2843	rachel.meredith@nebraska.gov
Central	Shannon Fortney	402-890-4462	shannon.fortney@nebraska.gov
Western	Kristi McClung	308-889-3420	kristi.mcclung@nebraska.gov
Southeast	Bob Jones	402-471-3742	bob.jones@nebraska.gov

Individuals who are hearing and/or speech impaired and have a TTY, may contact the Department through the Statewide Relay System by calling (711) INSTATE (800) 833-7352 (TTY) or (800) 833-0920 (voice). The relay operator should be asked to call DED at (800) 426-6505 or (402) 471-3111. Additional information is at the Nebraska Relay website <http://www.nebraskarelay.com/>. Nebraska Relay offers Spanish relay service for our Spanish-speaking customers. Spanish-to-Spanish (711) or 1-888-272-5528/ Spanish-to-English (711) or 1-877-564-3503. Nebraska le ofrece el servicio de relevo a nuestros clientes en español. Los consumidores de TTY pueden escribir por máquina en español y las conversaciones serán retransmitidas en español y inglés.

## **I. Eligibility**

### **A. Eligible Applicants**

Eligible applicants are:

1. Local or regional non-profit 501(c)(3) or 501(c)(4) housing or related service organizations;
2. Local units of government;
3. Public Housing Authorities; and
4. State-designated Community Housing Development Organizations (CHDO)

### **B. Eligible Activities**

Below is a list of Nebraska Affordable Housing Program eligible activities:

1. New construction, rehabilitation, or acquisition of housing to assist low-income and very low-income families;
2. Matching funds for new construction, rehabilitation, or acquisition of housing units to assist low-income and very low-income families;
3. Technical assistance, design and finance services, and consultation for eligible nonprofit community or neighborhood-based organizations involved in the creation of affordable housing;
4. Matching funds for operating costs for housing assistance groups or organizations when such grant or loan will substantially increase the recipient's ability to produce affordable housing;
5. Mortgage insurance guarantees for eligible projects;
6. Acquisition of housing units for the purpose of preservation of housing to assist low-income and very low-income families;
7. Projects making affordable housing more accessible to families with elderly members or members who have disabilities;
8. Projects providing housing in areas determined by the Department of Economic Development to be of critical importance for the continued economic development and economic well-being of the community and where, as determined by the Department, a shortage of affordable housing exists;
9. Infrastructure projects necessary for the development of affordable housing;
10. Down-payment and closing cost assistance;
11. Housing education programs developed in conjunction with affordable housing projects. The education programs must be directed toward: a) preparing potential home buyers to purchase affordable housing and post purchase education; b) target audiences eligible to utilize the services of housing assistance groups or organizations; and c) developers interested in the rehabilitation, acquisition, or construction of affordable housing;
12. Relocation programs developed in conjunction with other affordable housing activities; and
13. Demolition programs developed in conjunction with other affordable housing activities.

## **II. Application Submittal Instructions**

**Please refer to Chapter 1 for the appropriate Cycle Timeline and corresponding due dates.** Both the Annual Cycle and the CDBG Owner Occupied Rehab (OOR) Cycle have specific due dates for the Pre-Application. The CHDO Cycle also has its own specific due date for the Letter of Intent. Upload scanned copy of the original signed hard copy Pre-Application by the specified due date to:

<https://neded.sharefile.com/r-r8670cbdbad74aa8b> and email a copy to the Application Coordinator at: [ded.housing@nebraska.gov](mailto:ded.housing@nebraska.gov)

**In submitting your Pre-Application, these instructions must be followed:**

- Upload scanned copy of the signed original (PDF, Microsoft Word, or Excel only) to <https://neded.sharefile.com/r-r8670cbdbad74aa8b>; and
- Be sure to print and keep a copy of the original, including necessary signatures for the Applicant file.

### **III. Pre- Application Part I. General Information Instructions**

(For use within the Annual and CDBG Cycles only.)

*Type all information except where signatures are required.*

**Box 1:** Provide the requested information.

**Box 2:** Provide the requested information. Check the appropriate application preparer status box.

**Box 3:** Enter the **number of households** to be served by the proposed project at the **maximum** income for the total program or project. Add any additional details that describe the households being served as needed. **Skip this box for operating grants.**

**Box 4: Select the primary Congressional District** (check only one box) where your project will *primarily* be located in for purposes of determining proper Congressional District allocation. Each applicant must designate a single Congressional District, but each applicant will not be restricted to only working within a single Congressional District. Statewide or regional programs also select which Congressional District their project will primarily be located in, but each applicant will not be restricted to only working within a single Congressional District or Sub-District.

**Note:** See Chapter 1 Annual Cycle Scoring Process Summary for the Congressional District boundaries.

**Box 5:** Check the appropriate box(es) for the type of activity(ies) for which the application is made, including proposed activities to be funded with both NAHP funds and non-NAHP other funds.

**Box 6:** Check the appropriate box to indicate the applicant type under which funds are being requested.

**Box 7:** Indicate the area where the program will take place. Enter the municipalities (i.e. Village or City) that will primarily be served by the project and the counties where those primary municipalities will be located. Also, enter the appropriate Congressional and Legislative District(s) information.

**Box 8:** Indicate the amount of NAHP Funds requested.

**Box 9:** Type the name and title of the Certifying Official and date. **Sign in blue ink.** The Certifying Official for a unit of general local government is the chief elected official. The Certifying Official for a non-profit or public housing authority applicant is the official authorized by the governing body to sign applications for state and federal funding. If the Certifying Official for a non-profit or public housing authority is not the Board President or Board Chair, attach the authorizing documentation of the governing body that allows the designated certifying official to sign the application.

**SUBMIT THE ORIGINAL PRE-APPLICATION TO:**

<https://neded.sharefile.com/r-r8670cbdbad74aa8b> and email a copy to the Application Coordinator at: [ded.housing@nebraska.gov](mailto:ded.housing@nebraska.gov)

# 2016 PRE-APPLICATION FOR THE

## NEBRASKA AFFORDABLE HOUSING PROGRAM

Nebraska Department of Economic Development (DED)

### PART I. GENERAL INFORMATION

DED USE ONLY Date Stamp Below

DED USE ONLY Pre-Application Number <b>16-</b>
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*TYPE OR PRINT ALL INFORMATION*

<p><b>1. APPLICANT IDENTIFICATION</b></p> <p>Name: <u>City of Nebraska City</u></p> <p>Contact: <u>Grayson Path, City Administrator</u></p> <p>Address: <u>1409 Central Ave</u></p> <p>City/State/Zip: <u>Nebraska City, NE 68410</u></p> <p>Phone: <u>402.873.5515</u></p> <p>Fax: <u>402.873.5685</u></p> <p>Email: <u>gpath@nebraskacity.com</u></p> <p>Tax ID: <u>47-6006287</u></p> <p>Duns #: <u>076983428</u></p>	<p><b>2. APPLICATION PREPARER INFORMATION</b></p> <p>Name: <u>Judi Meyer, SENDD</u></p> <p>Address: <u>2631 O St.</u></p> <p>City/State/Zip: <u>Lincoln, NE 68510</u></p> <p>Phone: <u>402.475.2560</u></p> <p>Fax: <u>402.475.2794</u></p> <p>Email: <u>jmeyer@sendd.org</u></p> <p>Application Preparer (check one)</p> <p><input type="checkbox"/> Local Staff    <input type="checkbox"/> Out-of-State Consultant</p> <p><input type="checkbox"/> In-State Consultant    <input type="checkbox"/> Non-Profit Organization</p> <p><input checked="" type="checkbox"/> Economic Development District</p> <p><input type="checkbox"/> Other _____</p>
<p><b>3. HOUSEHOLD BENEFICIARIES</b></p> <p># _____ at or below 80% of the Area Median Family Income</p> <p># <u>8</u> at or below 100% of the Area Median Family Income</p> <p># _____ at or below 120% of the Area Median Family Income</p> <p># _____ at or below _____ % of the Area Median Family Income</p> <p># <u>8</u> Total</p>	<p><b>4. DISTRICT INDICATOR-(Select only ONE)</b></p> <p><input checked="" type="checkbox"/> Congressional District 1</p> <p><input type="checkbox"/> Congressional District 2</p> <p><input type="checkbox"/> Congressional District 3</p>
<p><b>5. HOUSING ACTIVITIES</b></p> <p><input checked="" type="checkbox"/> Owner-Occupied Rehabilitation</p> <p><input checked="" type="checkbox"/> Homebuyer Program</p> <p><input type="checkbox"/> Non-Profit Operating Assistance</p> <p><input type="checkbox"/> Rental New Construction, Acquisition, and/or Rehabilitation</p> <p><input checked="" type="checkbox"/> Demolition</p>	<p><b>7. SERVICE AREA</b></p> <p>Area to be served [each municipality and each county]. Please list:</p> <p>Nebraska City in Otoe County, Nebraska</p>
<p><b>6. TYPE OF APPLICANT</b></p> <p><input checked="" type="checkbox"/> Unit of Local Government      <input type="checkbox"/> Local Housing Authority</p> <p><input type="checkbox"/> Non-Profit 501(c)(3)                      <input type="checkbox"/> Non-Profit 501(c)(3) CHDO</p> <p><input type="checkbox"/> Non-Profit 501(c)(4)                      <input type="checkbox"/> Non-Profit 501(c)(4) CHDO</p>	<p>Nebraska Legislative District(s)      <u>2</u></p> <p>Nebraska Congressional District(s)      <u>1</u></p>
<p><b>8. Grant Request Amount</b></p> <p>\$250,000</p>	

**9. CERTIFYING OFFICIAL:**

To the best of my knowledge and belief, data and information in this application is true and correct, including any commitment of local or other resources. The governing body of the applicant has duly authorized this application. This applicant will comply with all Federal and state requirements governing the use of NAHP funds.

Signature in  
blue ink:

Typed Name	_____	Date	_____
and Title:	Bryan Bequette, Mayor	te Signed:	
Address/City/State/Zip:	1409 Central Ave., Nebraska City, NE 68410		

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**SUBMIT THE ORIGINAL PRE-APPLICATION TO:** <https://neded.sharefile.com/r-r8670cbdbad74aa8b> and email a copy to the Application Coordinator at: [ded.housing@nebraska.gov](mailto:ded.housing@nebraska.gov)

NEBRASKA CITY, NEBRASKA  
and the  
NEBRASKA CITY AFFORDABLE HOUSING COUNCIL, INC.  
(NCAHC)

**HOMEOWNERSHIP OPPORTUNITY PROGRAM (HOP)**  
Adopted \_\_\_\_\_

**PURPOSE:**

The purpose of the Homeownership Opportunity Program (HOP) in Nebraska City is to provide financial assistance, utilizing **NEBRASKA AFFORDABLE HOUSING PROGRAM (NAHP) funds**, for the purchase of existing single-family residential housing units which are safe, decent, sanitary and affordable to low and moderate income persons/families -buyers. This program will provide assistance to those persons/families of greatest need, improve availability of housing, promote Homeownership, increase attractiveness of underdeveloped neighborhoods and increase local employment. Nebraska City, a unit of government, will operate this Program. The City of Nebraska City is responsible for the establishment of the following guidelines.

**1.0 APPLICANT ELIGIBILITY**

1.1 General (Conflict of Interest)

No officer, employee or agent of the City of Nebraska City or the NCAHC will participate in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when; the employee, officer or agent; any member of their immediate family; their partner; or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements during office tenure or for one year after the closing of the program. Upon written request by the City, exceptions may be granted by the Nebraska Department of Economic Development upon a case-by-case basis when it is determined that such an exception will serve to further the purposes of the Act.

1.2 Income Eligibility

Limited to **100%** of the median household income of Otoe County, Nebraska, adjusted for family size as established by the Department of Housing and Urban Development (HUD). Anticipated Annual Gross Income levels will be verified according to 24 CFR Part 5.609. The income limits may be revised based upon income level changes as approved by the Department of Housing and Urban Development (HUD).

### 1.3 Additional Requirements for eligible persons/families:

- a. Must occupy the property as a **principal residence**.
- b. Must complete Homeownership Training Program provided by HUD-approved housing counseling agencies, REACH affiliated organizations, or an NDED approved equivalent prior to obligation of project loan funds by the Nebraska City City Council.
- c. The proposed housing unit must pass the Section 8-Housing Quality Standards (HQS) inspection. For projects with minor rehabilitation, property must comply with NDED Minimum Standards for Rehabilitation.
- d. Proposed homes for purchase constructed prior to 1978 must pass a “Lead Paint Hazard Screen” and/or a “Lead Paint Hazard Clearance”. See Appendix of Technical Procedures: Lead Based Paint Policies and Procedures
- e. “Creditworthiness” is also a criterion for approval of assistance. A “credit report” may be required.
- f. Projects will be processed on a “first come, first served, first to close” basis.

## 2.0 PROPERTY ELIGIBILITY

### 2.1 Location

Housing units within Nebraska City, Nebraska are eligible.

### 2.2 Purchase Price

Total home acquisition cost not to exceed the most current HOME homeownership sales price limits as available on the Nebraska Department of Economic Development website. If rehabilitation is required, the value of the property after rehabilitation may not exceed the applicable pre-stimulus 203(b) limit or 95 percent limit. The after-rehabilitation value estimate must be completed prior to investment of NAHTF funds. The published limit identifies maximum amounts for 1-unit and the unadjusted median value. “HUD has used the greater of these two figures as their HOME homeownership value limit for existing housing in each area.” This level of cost is applicable to the purchase of **existing homes only**. **See Purchase Price or After-Rehab Value Limit for NAHTF, CDBG, and HOME at:**  
**<http://www.neded.org/community/grants/documentslibrary-a-forms#OtherDocs>**

### 2.3 Eligible Property Types (Purchaser's Principal Residence)

- Single family property (one unit)
- Condominium unit
- Manufactured home (Mobile homes are not eligible)
- Cooperative unit

### 3.0 TYPES OF FINANCIAL ASSISTANCE

#### 3.1 Maximum Subsidy

The maximum home loan subsidy will be \$17,000. The subsidy to any buyer shall not exceed the lesser of (1) \$17,000 or (2) 20% of the purchase price, or (3) the amount of money necessary to pay the purchase price after expending all liquid assets of the purchaser, which exceeds \$5,000, after the 2% downpayment requirement.

#### 3.2 Downpayment

The Program requires a minimum 2% of the total purchase price, including closing costs, from the borrower as downpayment as part of the project.

All applicants will be encouraged to secure permanent financing from Nebraska City lenders. The proposed homebuyer may also seek other permanent financing sources. Because the Program is based upon developing affordable housing, it reserves the right to reject participating with any permanent financing that does not meet “affordable” criteria, as determined by the Program. Conditions could include “predatory financing”, excessive fees, etc. “Referrals” with USDA-Rural Development (and other identified Federal/State agencies, which may provide financing for affordable housing) will be coordinated by program staff. Lenders will be encouraged to participate in Nebraska Investment Finance Authority (NIFA) programs and with the Federal Home Loan Bank (FHLB) programs.

A subordinated lien will be placed upon the property at the time of signing the promissory note in an amount equal to the Program subsidy. This Deed of Trust in favor of the City of Nebraska City will take a subordinate position to the permanent financing instrument.

No interest will accrue on the subsidy “deferred loan”. The subordinate lien shall be in effect for a twenty (20) year term. Payment of the note is required upon sale, transfer of ownership, non-occupancy or renting out the property if occurring during the twenty-year term.

#### 3.3 Minor Rehabilitation

The Program may provide funds to complete minor repair and/or rehabilitation work in the form of a **“conditional grant”** to meet Nebraska Department of Economic Development (NDED) Minimum Standards for Rehabilitation. The maximum amount of these grants will be \$15,000 per home. Any and all work to be completed must meet the NDED Standards. Additional rehabilitation funds may also be secured through the USDA RD Section 502 or 504 programs. The Program reserves the right to deny assistance in the event that the rehabilitation work required to bring the home up to

Standards exceeds the maximum allowable grant amount of \$15,000 and/or the home cannot be brought up to the Standards. All approved rehabilitation work will be completed after the purchase of the property and must be completed within 6-months of the purchase closing date.

A subordinated lien will be placed upon the property at the time of completion and acceptance of the rehab work in an amount equal to the Program subsidy. This Deed of Trust in favor of the City of Nebraska City will take a subordinate position to other financing instruments.

No interest will accrue on the subsidy “conditional grant”. The conditional grant lien shall be in effect for a five (5) year term. Payment of the note is required upon sale, transfer of ownership, non-occupancy or renting out the property if occurring during the five-year term.

### 3.4 Feasibility

The objective of the conditional grant for minor housing rehabilitation is to restore each housing unit receiving financial assistance to a physical condition, which will result in a life expectancy of at least 20-years. A limited number of occupied housing units in the Program Area may be deteriorated to such an extent that minor rehabilitation will not achieve this objective. If the Project Inspector determines, and the Advisory Committee concurs, that a housing unit cannot have a 20-year life expectancy after minor rehabilitation work is completed, then the Program will determine not to provide financial assistance to that homebuyer for that home.

### 4.0 SALE OF HOME (After assistance)

In the event the borrower or his/her heirs shall sell or transfer said property prior to the end date of the twenty (20) year deed restriction; full repayment of the deferred loan shall become due and payable to the City of Nebraska City. In the event insufficient equity exists in the property at the time of the sale, the borrower may be allowed to repay an amount less than the full amount, subject to the approval of Nebraska City.

A deed restriction shall be recorded on the borrower's property, which incorporates the following provisions:

- The borrower’s household must use the property as its ***principal residence***.
- Full repayment of the Program subsidy will be required. In the event insufficient equity exists in the property at the time of sale, the borrower will be allowed to repay an amount less than the full amount, subject to the approval of the City of Nebraska City. This is defined as “**Net Proceeds**” and amounts to the sales price of the property minus any closing costs and minus any repayment of prior liens on the property.

Program participants must meet the loan standards established by their primary lender (including the requirements of the financing programs utilized). The Program funds will be offered to the borrower as a "deferred loan".

**THE RESALE PRICE OF THE HOME SHALL BE SUBJECT TO APPROVAL BY THE CITY OF NEBRASKA CITY TO ENSURE "FAIR MARKET VALUE".**

**4.1 PROGRAM INCOME REUSE PLAN**

In the event repayment of the Program funds occur, those funds will be used to continue the Program under the most current guidelines. Loans will be made to income-eligible persons/families to provide downpayment assistance for the purchase of single-family homes, under criteria of this Program or under criteria of any future Programs implemented by the City of Nebraska City and approved by NDED. Management costs will also be an eligible program expense, with General Administration costs at a maximum of 10% of the funds available.

Program Income funds recaptured under this program will be tracked by applicable Grant Program Number **will be subject to requirements of the current Program Guidelines**. All Program Income will be returned to NDED for reuse unless the Department offers the option to retain program income or the Department approves the Program Income Reuse Plan prior to receiving a "Release of Funds."

**5.0 SUBORDINATION/REFINANCE**

Future refinancing, home equity loans and all future liens will be handled on a case by case basis. Any subordination must fall within the guidelines outlined below before any subordination of the second, third, fourth, or fifth line will be considered:

**5.1 Refinancing with No Cash-Out**

A refinance with no cash-out is the situation when a homeowner wishes to refinance their existing first mortgage which may include refinance fees only. This type of subordination may be approved by all secondary lien holders.

**5.2 Refinancing with Cash-Out**

A refinance with cash-out is a situation where the homeowner refinances their existing mortgage and desires to consolidate other outstanding debt or obtain extra funds (cash) to spend on other items. This type of subordination may be approved by all secondary lien holders only if the combined Loan-to-Value of all items is at or below 90% of the value of the subject property.

**5.3 Obtain an Equity/Home Improvement Loan**

This scenario is when a homeowner wants to obtain an Equity Loan or Home Improvement Loan and the lender desires to file their lien in second (2nd) position. The type of subordination may be approved by all secondary lien holders only if the combined Loan-to-Value of all liens is at or below 90% of the value of the subject property.

## **6.0 FORECLOSURE**

The Deed of Trust will set the criteria for any foreclosure, based upon the default conditions outlined and detailed.

## **7.0 APPLICANT PROCESS**

### **7.1 Applicant Marketing Process**

At a time and date established by the Program after approval of funding, official solicitation of applicants will begin. The Program will be advertised utilizing the most effective means possible of reaching the local public. This may include, but is not limited to, the use of local newspapers, public access via local media (radio, television, etc.), distribution of brochures or other marketing materials and the posting of notice at selected public and/or private facilities.

### **7.2 Application/Financing Process**

Program applicants will contact the Program Manager to review the Program Guidelines and the assistance available from the Program. The Program Manager will be responsible for pre-qualifying the applicant, verifying income ("Part 5" in accordance with 24 CFR 5.609), and determining eligibility for participation in the program. If the applicant is determined eligible for assistance from the Program, the Program Manager will refer the applicant to primary lenders for long-term financing.

### **7.3 Procedure for Approval**

Program applicants will be assisted on a first come, first served and first to close basis. The date and time the applicant submits and signs a completed application for permanent financing shall be documented and a list of applications shall be maintained by the Program Manager.

A waiting list of interested persons, indicating date and time of contact, shall be kept and once an applicant becomes ineligible, the next approved applicant shall be contacted.

Written notification of “selection” for participation in the program will be made to clients, including requirements to meet an “obligation “of funds and loan closing. Applicants who are not selected for participation will also receive written notification, including reasons for “non-selection.”

Obligation of funds for eligible projects will be in a timely manner and can be anticipated within 60-days of selection. “Closing” for purchase of the property must be within 6-months of that obligation or reverification of eligibility must be completed.

## **8.0 LOAN CLOSING**

### **8.1 Initial Closing**

The primary lender and the Program will coordinate the “Loan Closing” process with the borrower and any appointed closing agent. The primary lender will facilitate and coordinate the closing process at which time the borrower will also execute the following documents for the Program:

- A. Promissory Note
- B. Deed of Trust
- C. Acknowledgement of receipt of copy of the approved Program Guidelines

The primary lender, or its closing agent, will be requested to file the security documents (at the County Register of Deeds office) on behalf of the Program in appropriate lien position.

### **8.2 Program Loan Close-Out**

After loan closing, the primary lender will be requested to forward a copy of their executed promissory note and deed of trust documents to the Program. The Program shall maintain and keep all applications, as well as all other required documents, records and other evidence in conformance with Program regulations.

## **9.0 GRIEVANCE PROCEDURES**

In the event any Program applicant feels he or she has been unfairly treated or discriminated against during the process of selection of applicants to be funded, or within any other segment of the Program, excluding the determination of eligibility to secure permanent financing, he or she may appeal the decision to the Program for their consideration. The Nebraska City City Council must receive the appeal in writing within fifteen (15) calendar days of the decision. The City Council will then act to support or overturn the action within thirty (30) days of the receipt of the appeal.

Appeals regarding permanent financing shall be made to the proposed agency, financial institution, etc. in accordance with their procedures.

## **10.0 AMENDMENTS TO THE GUIDELINES**

The Guidelines for the Homeownership Opportunity Program can be amended only after review by the Housing Advisory Committee and formal action by the City Council, with approval by NDED. Review/approval of proposed Amendments must be made by NDED.

## **11.0 OFFICIAL CONTACT OFFICE**

The official contact person/office for the Program shall be: Program Manager; Southeast Nebraska Development District, 2631 "O" Street, Lincoln, NE 68510, (402) 475-2560. This in no way shall be construed to limit other interested parties from distributing information about the Program or receiving suggestions for amendments to the Program.

## **12.0 REPORTING REQUIREMENTS**

### **12.1 Reports and Information**

In accordance with the Nebraska Affordable Housing Program requirements, the Program at such times and in such forms as the City of Nebraska City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

### **12.2 Findings Confidential**

All of the reports, information, data, etc. prepared or assembled by the Program under this contract are confidential and the Program agrees that they shall not be made available to any individual or organization without prior written consent of the City of Nebraska City.

## **13.0 RECORDING REQUIREMENTS**

The City of Nebraska City agrees to maintain records for ten years after a formal "close-out" of the program by DED. In general, such records will include information pertaining to the contract obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), fair housing and performance. The City, DED and duly authorized officials of the State and Federal Government shall have

full access and the right to examine any pertinent documents, papers, records, and books of the Program involving transactions to the local program and contract.

#### **14.0 UNIFORM RELOCATION AND ASSISTANCE ACT OF 1970 (URA)**

The City of Nebraska City will not invoke the power of Imminent Domain in relationship to this program.

All transactions in the purchase of property by applicants or clients of the Program will be between a willing seller and a willing buyer (voluntary acquisition). If the negotiations between the buyer and seller do not end in a final agreement for sale, the Program will not attempt to force any purchase.

#### **15.0 FAIR HOUSING**

The Program will fulfill affirmative action requirements of federal fair housing laws. (P.L. 90-284, as amended by L.1988 P.L. 100-430; and E.O. 11063)

#### **16.0 UNDERWRITING CRITERIA**

The Program will review the first mortgage-primary lenders' underwriting criteria to ensure that no more than 30% of the homebuyers' verified income will be used to pay for the cost of housing, including any payback for conditional grants associated with minor rehabilitation. Housing costs for purposes of this HOP program include: payments toward the homebuyer/homeowner's:

1. Mortgage;
2. Mortgage insurance; and
3. Any housing rehabilitation loan.

Underwriting review to ensure not more than 30% of income is paid toward housing costs as defined in these program guidelines will be conducted by the housing manager, approved by the HOP loan committee, and notated in the client file.

#### **17.0 PRE-QUALIFYING CONTRACTOR'S (for projects that include minor rehabilitation)**

The Program will maintain a pre-qualified list of contractors that are available to conduct Housing Rehabilitation for projects that are awarded minor rehabilitation conditional grants. The program will be promoted directly to local contractors who are eligible to be added to the pre-qualified list of contractors. Promotion to contractors may include but is not limited to contractor training, ads in the local newspapers, word of mouth, flyers and brochures requesting contractor assistance for the program. Pre-qualification requirements include submittal of the following documents to the Official Program Contact (SEND):

1. Proof of liability insurance;
2. Lead safe work practices training; and
3. Completion of the Contractor's Application (Proof of Responsibility)

#### **18.0 LEAD PAINT HAZARDS AND TEMPORARY RELOCATION**

Because of requirements to mitigate lead-based paint hazards, “temporary relocation” of homeowners may be necessary for “safe work practices.” If temporary relocation is deemed necessary by the Program Management, relocation activities will only be at the voluntary acceptance and expense of the homeowner.

# **NEBRASKA CITY, NEBRASKA**

## **HOMEOWNERSHIP OPPORTUNITY PROGRAM (HOP)**

### Appendix of Technical Procedures

#### 1. Lead-Based Paint Policies and Procedures

**Nebraska City, Nebraska**  
**Homeownership Opportunity Program**  
**Lead-Based Paint Policies and Procedures**

To address the potential hazards of lead-based paint in homes being assisted with down payment assistance funds, the City of Nebraska City will implement the following policies and procedures for homes built before 1978.

- Clients will receive a copy of the pamphlet entitled “Protect Your Family from Lead in Your Home”. Clients will sign a form stating that they have received a copy of the pamphlet. In addition, clients will be notified of their right to request a paint inspection.
- The Program will determine if a Lead Hazard Screen and/or Paint Inspection/Risk Assessment has been performed in the twelve (12) months prior to the date of participation.
- If no reports exist, a home will receive a lead hazard screen and/or paint inspection/risk assessment performed by a certified Risk Assessor.
- The Program will obtain the permission of the Seller to perform a Lead Hazard Screen and/or Paint Inspection/Risk Assessment. If the Seller refuses a Lead Hazard Screen and/or Paint Inspection/Risk Assessment, down payment assistance will not be provided.
- A Lead Hazard Screen and/or Paint Inspection/Risk Assessment will be performed by a certified Risk Assessor. The Seller, client, and lender will receive a copy of the report(s).
- If lead hazards in excess of the de-minimus are identified:
  - The Risk Assessor will prepare a report identifying the interim controls that must be implemented to eliminate the lead hazards.
  - If the project involves only downpayment assistance, the Seller will be responsible for correcting lead-based paint hazards. Lead hazards must be eliminated prior to providing down payment assistance. All work should be performed by contractors certified in lead safe work practices.
  - If the project involves minor rehabilitation, the contractor for the Rehabilitation Contract will be responsible for meeting Lease Safe Work Practices and will be responsible for clean-up to pass a Final Clearance Test.
  - After work has been completed, a Clearance Test will be performed by a certified Risk Assessor. The Seller and/or client will be provided a copy of the clearance test report. Homes must pass the Clearance Test before the client receives down payment assistance, unless minor rehabilitation is included in the project.

**Lead Hazard Screen**

A Lead Hazard Screen may be performed on homes that were built after 1978 and that are in “good” condition as determined by the Building Condition Survey. The Lead Hazard Screen must be performed by a certified Risk Assessor.

## Paint Inspection/Risk Assessment

A Paint Inspection/Risk Assessment must be performed on homes built before 1978 and/or on homes that fail a Lead Hazard Screen. The Paint Inspection/Risk Assessment must be performed by a certified Risk Assessor.

## Clearance Test

A Clearance Test must be performed after all work has been completed. The Clearance Test must be performed by a certified Risk Assessor.

### Building Condition Survey

Client Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/ZIP: \_\_\_\_\_

Date Inspected: \_\_\_\_\_ Inspected By: \_\_\_\_\_

Condition	Yes	No
Roof is missing shingles, tiles, shakes, etc.		
Roof and/or soffit and fascia has holes or large cracks		
Gutters or downspouts are broken or missing		
Chimney masonry cracked, bricks loose or missing, chimney out of plumb		
Exterior walls have obvious large cracks or holes requiring more than routine repair		
Interior walls have obvious large cracks or holes requiring more than routine repair		
Exterior siding is missing boards or shingles		
Water stains on interior walls or ceilings		
Plaster walls or ceilings are deteriorated		
Two or more windows or doors broken, missing or boarded up		
Porch or steps with major elements broken, missing or boarded up		
Foundation with major cracks, missing material, structure leans or visibly unsound		
Total Number*		
<input type="checkbox"/> Dwelling is in Good condition (perform Lead Hazard Screen) <input type="checkbox"/> Dwelling is in Poor condition (perform Risk Assessment)		
If the "Yes" column has less than two checks, the dwelling is in good condition. If the "Yes" column has two or more checks, the dwelling is in poor condition.		
Notes:		

## Lead Hazard Screen/Risk Assessment

	Lead Hazard Screen	Risk Assessment
Paint	<ul style="list-style-type: none"> <li>• Full review of painted surfaces</li> <li>• 1 paint chip per "poor" surface</li> </ul>	<ul style="list-style-type: none"> <li>• Full review of painted surfaces</li> <li>• 1 paint chip per "poor" surface</li> </ul>
Dust	<ul style="list-style-type: none"> <li>• 2 Composite Samples</li> <li>• 1 floor (include entryway)</li> <li>• 1 window trough</li> </ul>	<ul style="list-style-type: none"> <li>• 3 or 4 Composite Samples</li> <li>• 1 uncarpeted floor (include entryway)</li> <li>• 1 window sill</li> <li>• 1 window trough</li> <li>• 1 carpeted floor</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• 6 to 8 Single Surface Samples</li> </ul>
Soil	No	<ul style="list-style-type: none"> <li>• 2 Composite</li> <li>• 1 foundation</li> <li>• 1 play area</li> </ul>
Water	No	No
Air	No	No
Housing Condition	Yes	Yes
Use Pattern Assessment	No	Yes
Management & Maintenance	No	Optional depending on property type

**AGREEMENT BETWEEN  
THE CITY OF NEBRASKA CITY, NEBRASKA  
AND  
THE NEBRASKA CITY AFFORDABLE HOUSING COUNCIL, INC. (NCAHC)**

**THIS AGREEMENT** is made and entered into by and between the **CITY OF NEBRASKA CITY, NEBRASKA**, a municipal corporation (hereinafter referred to as the "Grantee"), and **THE NEBRASKA CITY AFFORDABLE HOUSING COUNCIL, INC. (NCAHC)**, a Nebraska not-for-profit corporation (hereinafter referred to as the "Subrecipient").

WITNESSETH:

**WHEREAS**, the Grantee and the Subrecipient are desirous of entering into an agreement to formalize their relationship; and

**WHEREAS**, the State of Nebraska Department of Economic Development (NDED) is authorized to provide **Nebraska Affordable Housing Trust Funds** (hereinafter referred to as "NAHTF") Program funds to units of local government selected to undertake and carry out certain programs and projects under the Nebraska Affordable Housing Program (NAHP) in compliance with all local, state and federal regulations and policies; and

**WHEREAS**, the City of Nebraska City has been awarded funding under the **NAHTF Contract #16-TFHP-** to implement a Homeownership Opportunity Program (HOP); and

**WHEREAS**, the Subrecipient is an eligible organization and is organized for the purposes of promoting community and housing development;

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and provisions contained herein and the mutual benefits to be derived therefrom, the parties hereto agree as follows:

**Section 1. SCOPE OF WORK/CONSIDERATION**

(a) The Subrecipient shall implement in a satisfactory and proper manner, as determined by the Grantee, the activities described in Attachment #1, "Scope of Services-Program Implementation and Budget". These services follow the approved NAHP application.

(b) From NAHTF Program funding, the Grantee will reimburse the Subrecipient allowable expenses up to the budget maximum under four categories; 1) Program Implementation, 2) HOP Down payment Subsidy, 3) Housing Rehabilitation construction, 4) Paint testing, assessment, clearance testing costs, and 5) demolition, as identified in the NAHTF application and in Attachment #1.

**Section 2. RECORDS AND REPORTS.**

- (a) The Subrecipient shall maintain books, records, documents and other evidence and accounting procedures and practices sufficient to reflect all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement. All costs shall be in conformance with 2 CFR part 200, subpart E (2 CFR, Part 225) 2 CFR part 200 (2 CFR, and Part 85) Treasury Circular 1075 (31 CFR Part 205).
- (b) The Subrecipient shall provide access to the books and records to the Grantee, DED, HUD or the Controller General of the United States, or any of their duly authorized representatives, for the purpose of conducting an audit (2 CFR part 200 - 2 CFR, 24 CFR Part 85) and shall preserve the records (1) until the expiration of ten (10) years from the date of final payment under this Agreement and (2) for such longer period, if any, as is required by applicable statute, or by other clauses of this Agreement, or by (1), (2) or (3) below:
  - (1) If the Subrecipient is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the period of three years from the date of any resulting final settlement.
  - (2) Records which relate to (i) appeals and disputes under this Agreement, (ii) litigation or the settlement of claims arising out of the performance of this Agreement or (iii) costs and expenses of this Agreement as to which exception has been taken by the Subrecipient or any of its duly authorized officers or representatives shall be retained until such appeal, litigation claims or exceptions have been disposed of.
  - (3) The Subrecipient is subject to audits conducted per the provisions of 2 CFR part 200, subpart F.

**Section 3. SUSPENSION, TERMINATION AND CLOSE-OUT.**

If the Subrecipient fails to comply with the terms and conditions of this Agreement, the Grantee may pursue such remedies as are legally available, including but not limited to the suspension or termination of this Agreement in the manner specified herein.

- (a) **Suspension.** If the Subrecipient fails to comply with the terms and conditions of this Agreement, or whenever the Subrecipient is unable to substantiate full compliance with the provisions of this Agreement, the Grantee may suspend this Agreement pending corrective actions of investigation, to take effect not less than seven days following written notification to the Subrecipient or its authorized representative. The suspension will remain in full force and effect until the Subrecipient has taken corrective action to the satisfaction of the Grantee and is able to substantiate its full compliance with the terms and conditions of this Agreement. No obligations incurred by the Subrecipient or its authorized representatives during this period of suspension will be allowable under this Agreement except:

- could
- (1) reasonable, proper and otherwise allowable costs which the Subrecipient not avoid during the period of suspension; and
  - (2) if upon investigation the Subrecipient is able to substantiate complete compliance with the terms and conditions of this Agreement, otherwise allowable costs incurred during the period of suspension will be allowed
- and
- scope
- same;
- (b) Termination for Cause. If the Subrecipient fails to comply with the terms conditions of this Agreement and any of the following conditions exist:
- (1) the lack of compliance with the provisions of the Agreement are of such and nature that the Grantee deems continuation of the Agreement to be substantially detrimental to the interest of the Grantee;
  - (2) the Subrecipient has failed to take satisfactory action as directed by the Grantee or its authorized representative within the time specified by the or
  - (3) the Subrecipient has failed within the time specified by the Grantee or its authorized representative to substantiate its compliance with the terms and conditions of this Agreement; then the Grantee may terminate this Agreement, in whole or part, and thereupon shall notify the Subrecipient of the termination, the reasons therefor and the effective date, provide such effective date shall not occur prior to the notification of the Subrecipient. After this effective date, no obligations under the terminated portions are available.
- (c) Termination for Other Grounds. This Agreement may also be terminated in or in part;
- whole
- Subrecipient, devise by effective terminated;
- anticipated become
- (1) by the Grantee, with the consent of the Subrecipient, or by the with the consent of the Grantee, in which case the two parties shall mutual agreement the conditions of the termination, including the date, and, in case of termination of part, that portion to be
  - (2) if the funds allocated by the Grantee via this Agreement are from sources of revenue, and if the anticipated sources of revenue do not available for use in purchasing said services; and
  - (3) by the Grantee at any time giving at least 10-days notice in writing to the Subrecipient. If the Agreement is terminated for the convenience of the Grantee as provided herein, unfunded program obligations described in Attachments #1 and #1 that would otherwise have been approved will be funded by the Grantee from NAHTF funds if such funds remain available.

**Section 4. REVERSION OF ASSETS.**

The Subrecipient shall upon the expiration of this Agreement transfer to the Grantee all NAHTF funds on hand and accounts receivable attributable to the use of the NAHTF funds.

**Section 5. CHANGES, AMENDMENTS AND MODIFICATIONS.**

The Grantee or the Subrecipient may from time to time require changes in or modifications to this Agreement. Such changes will be made by a majority vote of members of the governing bodies of the Grantee and the Subrecipient and will be incorporated into this Agreement by written amendment.

**Section 6. UNIFORM ADMINISTRATIVE REQUIREMENTS.**

The Subrecipient shall comply with the requirements and standards of 2 CFR part 200, subpart F and with 2 CFR part 200, subpart E (2 CFR, Part 225) 2 CFR part 200 (2 CFR, and Part 85) Treasury Circular 1075 (31 CFR Part 205).

**Section 7. OTHER PROGRAM REQUIREMENTS.**

The Subrecipient shall, to the extent such provisions are applicable, conduct and administer the provisions of this Agreement in conformity with the following requirements and laws as provided in 24 CFR Part 570, Subpart K:

- (a) Public Law 88-352 and Public Law 90-284, affirmatively furthering fair housing; Executive Order 11063, as amended by Executive Order 12259, pertaining to the prevention of discrimination in the disposition and rental of residential property and related facilities, including land.
- (b) Section 109 of the Act prohibiting discriminatory practices on the grounds of race, color, national origin, or sex; as provided by the Age Discrimination Act of 1975, on the basis or age; and as provided in Section 504 of the Rehabilitation Act of 1975, on the basis of handicap.
- (c) Uniform Relocation Assistance Act and Real Property Acquisition Policies Act of 1970, as amended.
- (d) Executive Order 11246, as amended by Executive Order 12086, concerning the prevention of discrimination in employment.
- (e) Section 401(b), Lead-based Pain Poisoning Prevention Act.
- (f) 24 CFR Part 24, covering the use of debarred, suspended or ineligible contractors.
- (g) Conflict of Interest provisions in 24 CFR para 570.611 and OMB Circular A-110 shall apply.

**Section 8. HOLD HARMLESS.**

The Subrecipient agrees to indemnify and hold harmless the Grantee and its appointed and elective officers and employees from and against all loss and expense, including attorneys' fees and costs, by reason of any and all demands and claims upon the Grantee and its elected and appointed officers and employees from damages sustained by any person or persons arising out of or in consequence of its agent's negligent performance of the activities associated with this Agreement.

To the extent such defense is available to it, the Subrecipient agrees to waive any defense of sovereign immunity from suit relating to claims or disputes arising under this Agreement. This waiver shall be enforceable solely against those funds and assets of Subrecipient constituting

NAHTF funds (as herein defined) derived under this Agreement. The parties agree that any dispute arising under this Agreement will be submitted to the Nebraska Justice Center, Walthill, Nebraska, for mediation and resolution. In the event the parties are unable to settle the dispute through mediation, the parties consent to the Courts of OTOE COUNTY, Nebraska as the location of any lawsuit between the parties to this Agreement. The waiver and agreement to mediate set forth herein is granted solely to the Grantee.

**Section 9. INTEGRATED CONTRACT; SEVERANCE OF PROVISIONS; GOVERNING LAW.**

This Agreement and incorporated attachments and reference documents shall be an integrated contract, but the invalidation of any of its provisions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect unless such court action shall material change the intent of this Agreement. This Agreement shall be construed and governed by the laws of Nebraska.

- This Agreement contains all terms and conditions agreed to by the Grantee and the Subrecipient, except that the *effective date of this Agreement will be the date of the "Notice of Release of Funds" as provided by NDED.*
- The attachments to this Agreement are as follows:
  - *Attachment #1 - Scope of Services, Implementation and Budget*

**IN WITNESS WHEREOF, the CITY OF NEBRASKA CITY, NEBRASKA and THE NEBRASKA CITY AFFORDABLE HOUSING COUNCIL, INC. have caused this Agreement to be executed by its duly authorized representatives.**

**BY: CITY OF NEBRASKA CITY**

**BY: NEBRASKA CITY AFFORDABLE HOUSING COUNCIL, INC.**

\_\_\_\_\_  
Bryan Bequette, Mayor

\_\_\_\_\_  
Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

ATTEST: \_\_\_\_\_  
\_\_\_\_\_  
Title

**ATTACHMENT #1: SCOPE OF SERVICES, IMPLEMENTATION AND BUDGET**

**AGREEMENT BETWEEN**

**THE CITY OF NEBRASKA CITY, NEBRASKA  
AND  
THE NEBRASKA CITY AFFORDABLE HOUSING COUNCIL, INC. (NCAHC)**

**1) PROGRAM IMPLEMENTATION: Scope of Services and Consideration**

The NCAHC shall perform the following Program Delivery services concerning the HOP, or shall retain qualified personnel under contract to perform such services:

- 1.1 Act as marketing liaison; preparing news releases, developing brochures, holding public information sessions, etc. in order to assist in promoting awareness of the opportunities of the HOP in Nebraska City.
- 1.2 Act as a "point of contact" to field questions and meet with potential applicants as they move through the pre-screen process.
- 1.3 Act as a Home Buyer's Advocate, providing at least a minimum level of technical assistance and guidance in dealing with "lead lenders" and in packaging required documentation.
- 1.4 Coordinate the provision of, "Homeownership Education" to applicants.
- 1.5 Maintain all files including loan documents and closing documents.
- 1.6 Provide for HQS and Housing Rehabilitation Standards inspections and to assist homebuyer in developing contracts for rehabilitation activities to meet requirements of "minor rehabilitation"
- 1.7 Act as liaison to assist homebuyers in the closing process
- 1.8 Review and approve/disapprove subsidy projects and loans

**2) HOMEOWNERSHIP OPPORTUNITY PROGRAM (HOP) IN NEBRASKA CITY:**

In accordance with the approved NAHP application and **NAHTF Contract**, the NCAHC may provide a downpayment subsidy for homebuyers for approved projects in Nebraska City. Approved Guidelines by the NCAHC will provide eligibility criteria, criteria for levels of subsidy and application processes. Projects may also include "minor housing rehabilitation" as conditional grants to meet HQS and NDED Rehabilitation Standards.

**CONDITIONS FOR PAYMENT:**

- A. For Activity 0520 HOP**, the City will disburse approved NAHP program funds, up to the allowable maximum funding level, directly to the NCAHC in the amounts required to cover costs for the HOP subsidy projects, or upon request by the NCAHC, payments may be made directly to other lenders, closing agents, agencies, etc. as part of the HOP downpayment projects.
- B. For Activity 0530 Housing Rehabilitation construction**, the City will disburse approved NAHP funds up for “housing rehabilitation construction” costs directly to NCAHC in the amounts approved by NCAHC, up to the allowable maximum funding level, or upon request by the NCAHC, payments may be made directly to the construction contractors as part of payment schedules approved by the NCAHC.
- C. For Activity 0580 Program Management-Implementation**, the City will reimburse the NCAHC for allowable expenses to complete the Scope of Work up to the allowable maximum cost. Approved NAHP program funds will be disbursed to the NCAHC directly, or upon request by the NCAHC, the reimbursements will be disbursed by the City directly to a subcontractor for those same services.
- D. For Activity 0580a Paint testing, risk assessments, clearance testing**, the City will reimburse the NCAHC for allowable expenses to complete the Scope of Work at the allowable maximum cost. Approved NAHP program funds will be disbursed to the NCAHC directly, or upon request by the NCAHC, the reimbursements will be disbursed by the City directly to a subcontractor for those same services.

# CITY OF NEBRASKA CITY

1409 Central Avenue  
Nebraska City, NE 68410-2223  
Phone: 402-873-5515  
Fax: 402-873-5685



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## Agenda Information Support Sheet

To: Mayor and Commissioners

Council Meeting: March 21, 2016  
Agenda Item: # \_\_\_\_\_  
Submitted By: Grayson Path, City Administrator  
Public Safety Committee – 4<sup>th</sup> Corso Viaduct

### A. Synopsis of Issue:

- a. The 4<sup>th</sup> Corso Viaduct Public Safety Committee has recommended to the City Council the purchasing, installation and use of cameras strategically located to allow the dispatcher to identify whether a train is crossing (or will soon be crossing) emergency responder routes to the Kearney Hill area.
- b. The City Administrator was tasked with researching locations and estimated pricing.
- c. Working with Leroy Frana and John Beal of Action Technology Services who is the current Sheriff provider, the following locations were identified for proper visual coverage of the tracks:
  - i. Water Plant looking to the northwest (straight down the track) on an existing power pole outside the plant
  - ii. NCU Office looking straight at the intersection along Central Avenue
  - iii. NCU Office or Wastewater Plant looking at 1<sup>st</sup> Street (Gavilon Grain intersection)
  - iv. 9<sup>th</sup> Street trestle on a power pole looking to the southeast (will catch any train in motion along the UP line and a train sitting (starting motion) on the OPPD line switching tracks)
  - v. 15<sup>th</sup> Street/11<sup>th</sup> Corso looking to the southwest on an existing power pole
- d. We believe that due to foliage, terrain, possible hiding spots for trains, obstructions, etc. these are the most strategic locations for a camera to spot a train that might obstruct emergency responder access to Kearney Hill.
- e. Cameras will be patched in via radio waves and/or fiber to the Sheriff Office. Monitors and equipment would have to be purchased by the City.

### B. Options:

- a. Approve the City Administrator to work with John Beal to make the necessary purchases and installation as well as work with the Utilities for some installation.
- b. Request that the project be placed on the FY16/17 CIP list for budget consideration.
- c. Deny the request.
- d. Bid the project out – Administrator will prepare bid documents and send them out once completed. (Note: this project will likely fall well below the \$30k bid threshold thus bidding in this case is not necessary as it will require additional staff hours to complete this project.)

## Nebraska City

### C. Fiscal Note:

- a. The estimated cost at this time is between \$4k-\$6k.
- b. This is an unbudgeted expense.
- c. Possible locations to place this expense (share/split the expense) under would be:
  - i. Police Capital Outlay: 10-60-5600
  - ii. Fire Capital Outlay: 10-46-5600
  - iii. EMS Capital Outlay: 10-64-5600

### D. Recommendation:

- a. Approve the City Administrator to work with John Beal of Action Technology Services to purchase and install the cameras at the listed locations. To work with the Sheriff Department and dispatchers.

### E. Background:

- a. The Public Safety Committee is concerned that when dispatchers call out emergency responders to the Kearney Hill area, they may attempt to use Central Avenue but only to encounter a train across the tracks.
- b. The Police Department is making every attempt to stay ahead of the emergency crews to call in any trains, but the Public Safety Committee is concerned that this may not catch every instance.
- c. The Committee did not task the City Administrator with reviewing all crossings in town, only those restricting access to the Kearney Hill area.
- d. Cameras would either have radio direct-line-of-site to the Courthouse or will be pumped in via the fiber network.
- e. The Sheriff Department is currently employing Action Technology Services for all their IT services which is why the City Administrator approached John Beal to study the situation. All work will eventually have to involve ATS to access dispatcher services.

# CITY OF NEBRASKA CITY

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## Agenda Information Support Sheet

To: Mayor and Commissioners

Council Meeting: March 16, 2016  
Agenda Item: #                       
Submitted By: Commissioner Glover / David Partsch

**A. Synopsis of Issue:**

- a. Personnel manual currently requires drug testing of all employees prior to hire or on first day of employment. Employees are also subject to random drug testing and to testing upon a finding of reasonable cause (observation by 2 trained supervisors).

**B. Options:**

- a. Leave "as is" testing all employees upon being hired.
- b. Change to make exceptions for certain categories of employees, such as part-time employees; seasonal employees; employees not using heavy equipment/machinery; employees not operating motor vehicles on public roadways; etc.
- c. Eliminate pre-employment drug screening.
- d. Adopt proposal: drug test prior to hire only those operating a motor vehicle on public roadways during the regular course of employment.

**C. Fiscal Note:**

- a. Drug tests are roughly \$\_\_\_\_\_ per test.

**D. Recommendation:**

- a. Adopt proposal.
- b. *Recommended Motion:*
  - i. I move for passage of Resolution #\_\_\_\_\_.

**E. Background:**

- a. This issue arose during a routine review of the personnel policy manual and discussion of current practices by staff at our weekly Department Head meeting.

\*\*\*\*\*  
**Department Heads: Submit this form to Dave Partsch and Grayson Path by 5:00 pm of the day the Agenda meeting is held.**

Nebraska City  
RESOLUTION NO. 2699-16

WHEREAS, the Mayor and Commissioners of the City of Nebraska City, Nebraska, have previously adopted and revised a Personnel Manual for the employees of the City of Nebraska City, and,  
WHEREAS, the Personnel Manual is periodically updated as needed to reflect the current policies of the City affecting its employees, and  
WHEREAS, the City administration and Department Heads are recommending changes to certain provisions of the Manual.

NOW THEREFORE, Be It Resolved by the Mayor and Commissioners of the City of Nebraska City: Section 1. That Section 2.1 of the Personnel Manual of the City of Nebraska City, Nebraska, last revised March 8, 2016, is hereby amended to read as follows:

**“SECTION 2: EMPLOYMENT POLICIES  
2.1 PROCEDURES**

(a) Applicants for employment must:

- (1) be citizens of the United States or have filed for citizenship and be able to produce documents to establish identity and employment eligibility as required by the United States Citizenship and Immigration Services Form I-9;
- (2) be at least sixteen (16) years of age, unless applying to be a lifeguard, in which case Applicants must be at least fifteen (15) years of age;
- (3) be physically fit for the performance of the duties of the position for which application is made;
- (4) be subject to a drug test prior to beginning employment if working in a position which involves driving a motor vehicle on a public roadway during the regular performance of duties of the position held;
- (5) be of good moral character.”

Section 2. That Section 8.4(d)(5) of the Personnel Manual of the City of Nebraska City, Nebraska last revised May 4, 2015, is hereby amended to read as follows:

- (5) Pre-Employment Screening – Employees whose positions involve the operation of a motor vehicle on a public roadway in the regular performance of duties of the position held will be required to pass a drug test prior to beginning employment.

Section 3. That such revised Manual, shall be published in pamphlet form with the original to be maintained in the office of the City Clerk-Treasurer, and copies to be made available to all employees of the City.

Passed and Approved this 22<sup>nd</sup> day of March, 2016.

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Bryan Bequette, Mayor

Attest:

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Mark Marcotte, City Clerk-Treasurer